

<i>SERFF Tracking Number:</i>	<i>CHUB-125326128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Chubb National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026491</i>
<i>Company Tracking Number:</i>	<i>07-CIM-5-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Film Producer's Risk Program</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: Chubb National Insurance Company

Product Name: Film Producer's Risk Program	SERFF Tr Num: CHUB-125326128	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: AR-PC-07-026491
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Tr Num: 07-CIM-5-F	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Authors: Debra Rodgers, Eileen Plock, Dennis Keegan	Disposition Date: 12/13/2007
	Date Submitted: 10/22/2007	Disposition Status: Approved
Effective Date Requested (New): 03/01/2008		Effective Date (New): 03/01/2008
Effective Date Requested (Renewal): 03/01/2008		Effective Date (Renewal): 03/01/2008

State Filing Description:

## General Information

Project Name:	Status of Filing in Domicile: Authorized
Project Number:	Domicile Status Comments: This filing has been approved in Indiana, our domiciliary state effective January 1, 2008.
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 12/13/2007	
State Status Changed: 10/23/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Enclosed for filing is a set of forms for our Inland Marine Program for Film Producers Risks. The program was designed specifically for risks involved in the production of feature films, television movies and other types of television programs, commercial, documentaries, animation productions, any other type of film or video production.

<i>SERFF Tracking Number:</i>	<i>CHUB-125326128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Chubb National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026491</i>
<i>Company Tracking Number:</i>	<i>07-CIM-5-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Film Producer's Risk Program</i>		
<i>Project Name/Number:</i>	<i>/</i>		

In order to facilitate your review of this filing, we have included the following:

- Forms Explanatory Memorandum
- Filing Fees and State Forms where applicable.

Your approval will be appreciated for policies effective on and after March 1, 2008.

## Company and Contact

### Filing Contact Information

Jane Gutman, Unit Manager	jgutman@chubb.com
202 Hall's Mill Road	(908) 572-4422 [Phone]
Whitehouse Station, NJ 08889-1650	(908) 572-4820[FAX]

### Filing Company Information

Chubb National Insurance Company	CoCode: 10052	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type: Property & Casualty

P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 22-3253301	
	-----	

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Chubb National Insurance Company	\$0.00	10/22/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
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<i>SERFF Tracking Number:</i>	<i>CHUB-125326128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Chubb National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026491</i>
<i>Company Tracking Number:</i>	<i>07-CIM-5-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Film Producer's Risk Program</i>		
<i>Project Name/Number:</i>	<i>/</i>		
<b>00365275</b>	<b>\$50.00</b>	<b>10/18/2007</b>	



SERFF Tracking Number:	CHUB-125326128	State:	Arkansas
Filing Company:	Chubb National Insurance Company	State Tracking Number:	AR-PC-07-026491
Company Tracking Number:	07-CIM-5-F		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	Film Producer's Risk Program		
Project Name/Number:	/		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/13/2007	12/13/2007
Approved	Llyweyia Rawlins	11/01/2007	11/01/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	11/01/2007	11/01/2007	Elaine French	12/13/2007	12/13/2007

*SERFF Tracking Number:* CHUB-125326128

*State:* Arkansas

*Filing Company:* Chubb National Insurance Company

*State Tracking Number:* AR-PC-07-026491

*Company Tracking Number:* 07-CIM-5-F

*TOI:* 09.0 Inland Marine

*Sub-TOI:* 09.0005 Other Commercial Inland Marine

*Product Name:* Film Producer's Risk Program

*Project Name/Number:* /

## Disposition

Disposition Date: 12/13/2007

Effective Date (New): 03/01/2008

Effective Date (Renewal): 03/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125326128 State: Arkansas  
Filing Company: Chubb National Insurance Company State Tracking Number: AR-PC-07-026491  
Company Tracking Number: 07-CIM-5-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Film Producer's Risk Program  
Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Form	Premium Bill	Approved	Yes
Form	How to Report a Loss	Approved	Yes
Form	Contract - Common Policy Conditions	Approved	Yes
Form	Cap on Certified Terrorism Losses	Approved	Yes
Form	Compliance with Applicable Trade Sanction Laws	Approved	Yes
Form	Insuring Agreement	Approved	Yes
Form	Film Producers Risk Conditions, Definitons and Abandonment Provision	Approved	Yes
Form	Contract - Film Producers Risk Cast	Approved	Yes
Form	Contract - Film Producers Risk Care, Custody or Contral Legal Liability	Approved	Yes
Form	Contract - Film Producers Risk Property and Production Media	Approved	Yes
Form	Contract - Film Producers Risk Impairment of Computer Services - Malicious Programming	Approved	Yes
Form	Premium Summary	Approved	Yes
Form	Declarations - Film Producers	Approved	Yes
Form	Supplementary Declarations Film Producers Risk	Approved	Yes
Form	Cast Insurance Schedule	Approved	Yes
Form	Supplementary Declarations	Approved	Yes
Form	Agency and Talent Re-shoot Costs - Film Producers	Approved	Yes
Form	Operator Error - Production Loss Additional Coverage - Film Producers	Approved	Yes
Form	Unknown Pregnancy - Cast Additional Coverage - Film Producers	Approved	Yes
Form	Cast - Childhood Disease Excluded - Film Producers	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>CHUB-125326128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Chubb National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026491</i>
<i>Company Tracking Number:</i>	<i>07-CIM-5-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Film Producer's Risk Program</i>		
<i>Project Name/Number:</i>	<i>/</i>		

<b>Form</b>	Cast - Overage/Underage Exclusion - Film Producers	Approved	Yes
<b>Form</b>	Commercial Still Photographer - Film Producers	Approved	Yes
<b>Form</b>	Terrorism Exclusion - Film Producers	Approved	Yes
<b>Form</b>	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Film Producers	Approved	Yes
<b>Form</b>	Schedule of Loss Payees	Approved	Yes
<b>Form</b>	Arkansas Mandatory - Cancellation	Approved	Yes
<b>Form</b>	Arkansas Mandatory - Appraisal	Approved	Yes





*SERFF Tracking Number:* CHUB-125326128

*State:* Arkansas

*Filing Company:* Chubb National Insurance Company

*State Tracking Number:* AR-PC-07-026491

*Company Tracking Number:* 07-CIM-5-F

*TOI:* 09.0 Inland Marine

*Sub-TOI:* 09.0005 Other Commercial Inland Marine

*Product Name:* Film Producer's Risk Program

*Project Name/Number:* /

## Disposition

Disposition Date: 11/01/2007

Effective Date (New): 03/01/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125326128 State: Arkansas  
Filing Company: Chubb National Insurance Company State Tracking Number: AR-PC-07-026491  
Company Tracking Number: 07-CIM-5-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Film Producer's Risk Program  
Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Form	Premium Bill	Approved	Yes
Form	How to Report a Loss	Approved	Yes
Form	Contract - Common Policy Conditions	Approved	Yes
Form	Cap on Certified Terrorism Losses	Approved	Yes
Form	Compliance with Applicable Trade Sanction Laws	Approved	Yes
Form	Insuring Agreement	Approved	Yes
Form	Film Producers Risk Conditions, Definitons and Abandonment Provision	Approved	Yes
Form	Contract - Film Producers Risk Cast	Approved	Yes
Form	Contract - Film Producers Risk Care, Custody or Contral Legal Liability	Approved	Yes
Form	Contract - Film Producers Risk Property and Production Media	Approved	Yes
Form	Contract - Film Producers Risk Impairment of Computer Services - Malicious Programming	Approved	Yes
Form	Premium Summary	Approved	Yes
Form	Declarations - Film Producers	Approved	Yes
Form	Supplementary Declarations Film Producers Risk	Approved	Yes
Form	Cast Insurance Schedule	Approved	Yes
Form	Supplementary Declarations	Approved	Yes
Form	Agency and Talent Re-shoot Costs - Film Producers	Approved	Yes
Form	Operator Error - Production Loss Additional Coverage - Film Producers	Approved	Yes
Form	Unknown Pregnancy - Cast Additional Coverage - Film Producers	Approved	Yes
Form	Cast - Childhood Disease Excluded - Film Producers	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>CHUB-125326128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Chubb National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026491</i>
<i>Company Tracking Number:</i>	<i>07-CIM-5-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Film Producer's Risk Program</i>		
<i>Project Name/Number:</i>	<i>/</i>		

<b>Form</b>	Cast - Overage/Underage Exclusion - Film Producers	Approved	Yes
<b>Form</b>	Commercial Still Photographer - Film Producers	Approved	Yes
<b>Form</b>	Terrorism Exclusion - Film Producers	Approved	Yes
<b>Form</b>	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Film Producers	Approved	Yes
<b>Form</b>	Schedule of Loss Payees	Approved	Yes
<b>Form</b>	Arkansas Mandatory - Cancellation	Approved	Yes
<b>Form</b>	Arkansas Mandatory - Appraisal	Approved	Yes

SERFF Tracking Number: CHUB-125326128 State: Arkansas  
Filing Company: Chubb National Insurance Company State Tracking Number: AR-PC-07-026491  
Company Tracking Number: 07-CIM-5-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Film Producer's Risk Program  
Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 11/01/2007  
Submitted Date 11/01/2007  
Respond By Date 11/15/2007  
Dear Jane Gutman,

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Please feel free to contact me if you have questions.

Sincerely,  
Llyweyia Rawlins

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/13/2007  
Submitted Date 12/13/2007

Dear Llyweyia Rawlins,

### Comments:

### Response 1

Comments: Attached is a response to your letter of November 1, 2007

### Changed Items:

### Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter

Comment: Response to your objection letter dated 11/1/07.

No Form Schedule items changed.

*SERFF Tracking Number:* CHUB-125326128

*State:* Arkansas

*Filing Company:* Chubb National Insurance Company

*State Tracking Number:* AR-PC-07-026491

*Company Tracking Number:* 07-CIM-5-F

*TOI:* 09.0 Inland Marine

*Sub-TOI:* 09.0005 Other Commercial Inland Marine

*Product Name:* Film Producer's Risk Program

*Project Name/Number:* /

No Rate/Rule Schedule items changed.

Sincerely,

Debra Rodgers, Dennis Keegan, Eileen Plock

SERFF Tracking Number: CHUB-125326128

State: Arkansas

Filing Company: Chubb National Insurance Company

State Tracking Number: AR-PC-07-026491

Company Tracking Number: 07-CIM-5-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Film Producer's Risk Program

Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Premium Bill	04-02-0841	Rev. 1-06	Other	New		0.00	Premium Bill 04-02-0841_Rev 1-06.pdf
Approved	How to Report a Loss	04-02-0855	Ed. 9-95	Other	New		0.00	04-02-0855_Ed. 9-95__How To Report A Loss.pdf
Approved	Contract - Common Policy Conditions	04-02-0856	Ed. 9-95	Policy/Cove	New		0.00	04-02-0856_Comm on Policy Conditions.p df
Approved	Cap on Certified Terrorism Losses	04-02-1212	Ed. 02-03	Endorseme nt/Amendm ent/Condi ti ons	New		0.00	Cap on Certified Terrorism Losses 04-02-1212 Ed. 02-03 .pdf
Approved	Compliance with Applicable Trade Sanction Laws	04-02-1307	Ed. 1-04	Endorseme nt/Amendm ent/Condi ti ons	New		0.00	04-02-1307_Compl iance with applicable trade sanction laws.pdf
Approved	Insuring Agreement	10-02-1578	Ed. 2-06	Application/ New Binder/Enro llment			0.00	10-02-1578_Insurin g Agreement.p df
Approved	Film Producers	10-02-	Ed. 6-07	Policy/Cove	New		0.00	10-02-1683_

SERFF Tracking Number: CHUB-125326128 State: Arkansas

Filing Company: Chubb National Insurance Company State Tracking Number: AR-PC-07-026491

Company Tracking Number: 07-CIM-5-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Film Producer's Risk Program

Project Name/Number: /

	Risk Conditions, 1683			rage Form		Conditions And Definitions.pdf
Approved	Contract - Film Producers Risk Cast	10-02-1684	Ed. 6-07	Policy/CoveNew rage Form	0.00	10-02-1684_Film Producers Cast.pdf
Approved	Contract - Film Producers Risk Care, Custody or Contral Legal Liability	10-02-1734	Ed. 6-07	Policy/CoveNew rage Form	0.00	10-02-1734_Care, Custody Or Control Legal Liability_0607.pdf
Approved	Contract - Film Producers Risk Property and Production Media	10-02-1735	Ed. 6-07	Policy/CoveNew rage Form	0.00	10-02-1735_0607_Property And Production Media Contract.pdf
Approved	Contract - Film Producers Risk Impairment of Computer Services - Malicious Programming	10-02-1736	Ed. 6-07	Policy/CoveNew rage Form	0.00	10-02-1736_0107_Impairment Of Computer Services - Maliciou...pdf
Approved	Premium Summary	10-02-1738	Ed. 6-07	Other New	0.00	10-02-1738_Premium Summary.pdf
Approved	Declarations - Film Producers	10-02-1739	Ed. 6-07	Declaration News/Schedule	0.00	10-02-1739_FP Declarations.pdf
Approved	Supplementary	10-02-	Ed. 6-07	Declaration New	0.00	10-02-



SERFF Tracking Number: CHUB-125326128 State: Arkansas  
Filing Company: Chubb National Insurance Company State Tracking Number: AR-PC-07-026491  
Company Tracking Number: 07-CIM-5-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Film Producer's Risk Program  
Project Name/Number: /

	Declarations Film 1740			s/Schedule		1740_Supp Dec_Film Producers.p df
Approved	Cast Insurance Schedule	10-02- 1741	Ed. 6-07	Declaration New s/Schedule	0.00	10-02- 1741_Cast Insurance Schedule.pdf
Approved	Supplementary Declarations	10-02- 1742	Ed. 6-07	Declaration New s/Schedule	0.00	10-02- 1742_Supp Dec_Film Producers.p df
Approved	Agency and Talent Re-shoot Costs - Film Producers	10-02- 1743	Ed. 6-07	Endorseme New nt/Amendm ent/Condi tions	0.00	10-02- 1743_Agenc y Talent Re- shoot Costs Production Loss A....pdf
Approved	Operator Error - Production Loss Additional Coverage - Film Producers	10-02- 1744	Ed. 6-07	Endorseme New nt/Amendm ent/Condi tions	0.00	10-02- 1744_Operat or Error - Production Loss Additional Cov....pdf
Approved	Unknown Pregnancy - Cast Additional Coverage - Film Producers	10-02- 1746	Ed. 6-07	Endorseme New nt/Amendm ent/Condi tions	0.00	10-02- 1746_Unkno wn Pregnancy_ Cast Additional Coverage_0 607....pdf
Approved	Cast - Childhood Disease Excluded - Film Producers	10-02- 1747	Ed. 6-07	Endorseme New nt/Amendm ent/Condi tions	0.00	10-02- 1747_Cast Childhood Disease

SERFF Tracking Number: CHUB-125326128 State: Arkansas  
Filing Company: Chubb National Insurance Company State Tracking Number: AR-PC-07-026491  
Company Tracking Number: 07-CIM-5-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Film Producer's Risk Program  
Project Name/Number: /

						Excluded_0607.pdf
Approved	Cast - Overage/Underage Exclusion - Film Producers	10-02-1748	Ed. 6-07	Endorsement/Amendment/Conditions	0.00	10-02-1748_Cast-Overage-Underage Exclusion_0607.pdf
Approved	Commercial Still Photographer - Film Producers	10-02-1750	Ed. 6-07	Endorsement/Amendment/Conditions	0.00	10-02-1750_Commmercial Still Photographer.pdf
Approved	Terrorism Exclusion - Film Producers	10-02-1751	Ed. 6-07	Endorsement/Amendment/Conditions	0.00	10-02-1751_Terrorism Exclusion-Film Producers_0607.pdf
Approved	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Film Producers	10-02-1752	Ed. 6-07	Endorsement/Amendment/Conditions	0.00	10-02-1752 Excl Of Certified Acts Of Terrorism Exception F...pdf
Approved	Schedule of Loss Payees	10-02-1754	Ed. 6-07	Endorsement/Amendment/Conditions	0.00	10-02-1754_Schedule of Loss Payees_0607.pdf
Approved	Arkansas Mandatory - Cancellation	04-02-0867	Rev. 10-07	Endorsement/Amendment/Conditions	0.00	AR_Mandatory - Cancellation.pdf
Approved	Arkansas Mandatory -	10-02-1822	Ed. 10-07	Endorsement/Amendment/	0.00	AR_Mandatory -

<i>SERFF Tracking Number:</i>	<i>CHUB-125326128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Chubb National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026491</i>
<i>Company Tracking Number:</i>	<i>07-CIM-5-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Film Producer's Risk Program</i>		
<i>Project Name/Number:</i>	<i>/</i>		
<b>Appraisal</b>	<b>ent/Condi</b>		<b>Appraisal.pdf</b>
	<b>ons</b>		



## *Premium Bill*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

*Date Payment Due*

*Premium*

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**TOTAL**

Commission Percent:

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**Premium Bill**  
(continued)

Producer:

## *How To Report A Loss*

To assist you in reporting a loss, the following procedure has been set up to allow you to notify us.

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### ***Loss Notification***

Should you have a loss, contact your agent/broker in writing or by telephone as soon as possible:

Agent/Broker name:

Address:

Telephone Number:

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### ***Agent/Broker Unavailable***

If for any reason you are unable to reach your agent/broker, please contact our Claim department in writing or by telephone as soon as possible:

Chubb Group Of Insurance Companies  
Claim Service Center  
600 Independence Parkway  
P.O. Box 4700  
Chesapeake, VA 23327-4700

Telephone No: 1-800-252-4670

If you are reporting a loss by telephone, you can contact us between the hours of 8:30 a.m. to 4:30 p.m Monday – Friday.

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### ***Emergency***

If you are unable to contact your agent/broker or our office and it is an emergency situation, the following toll free number is available during non-business hours.

Telephone No: 1-800-252-4670

## ***Common Policy Conditions***

### ***Contract***

#### ***Conditions***

The following Conditions are included under each part of the policy, unless stated otherwise.

#### ***Audit Of Books And Records***

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

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#### ***Cancellation***

The first Named Insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first Named Insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first Named Insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

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#### ***Changes***

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

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#### ***Compliance By Insureds***

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

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#### ***Conformance***

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

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#### ***First Named Insured***

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

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#### ***Inspections And Surveys***

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.



---

## **Conditions**

### ***Inspections And Surveys (continued)***

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

are safe or healthful; or

comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

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### ***Titles Of Paragraphs***

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

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### ***Transfer Of Rights And Duties***

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

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### ***When We Do Not Renew***

If we decide not to renew this policy, we will mail or deliver to the first Named Insured stated in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

# ***Inland Marine Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

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A new section titled Terrorism Provisions is added to the end of this contract:

### ***Terrorism Provisions***

#### ***Cap On Certified Terrorism Losses***

With respect to any one, or more than one, **certified act of terrorism** under the **terrorism law**, we will not pay any amount for which we are not responsible pursuant to the terms of the **terrorism law** (including any subsequent action of Congress pursuant to the **terrorism law**) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

---

A new section titled Terrorism Definitions is added.

### ***Terrorism Definitions***

#### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and

---

## **Terrorism Definitions**

### ***Certified Act Of Terrorism (continued)***

- B. that results in damage:
1. within the **United States**; or
  2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,
- which was committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### ***Terrorism Law***

**Terrorism law** means the "Terrorism Risk Insurance Act of 2002" (Pub.L.107-297) of the United States of America.

---

### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

---

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

---

### ***Compliance With Applicable Trade Sanction Laws***

The following condition is added:

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

## Insuring Agreement

**Chubb Group of Insurance Companies**  
**15 Mountain View Road**  
**Warren, NJ 07059**

*Named Insured and Mailing Address*

*Policy Number*

*Effective Date*

*Issued by the stock insurance company  
indicated below, herein called the company.*

**CHUBB NATIONAL INSURANCE COMPANY**

*Producer No.*

*Incorporated under the laws of Indiana*

*Producer*

---

### ***Company and Policy Period***

Insurance is issued by the company in consideration of payment of the required premium.

This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

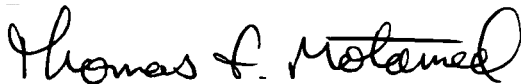
From: To:

Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us.

This Insuring Agreement together with the Premium Summary, Schedule Of Forms, Declarations, Contracts, Endorsements and Common Policy Conditions comprise this policy. If this policy is a renewal, we have only reissued to you those policy documents containing changes from your previous policy period coverages and any new additional coverages or policy provisions. All other policy documents continue in effect.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

CHUBB NATIONAL INSURANCE COMPANY (incorporated under the laws of Indiana)



*President*



*Secretary*

*Authorized Representative*

---

## *Inland Marine Insurance*

### *Film Producers Risk*

### *Conditions, Definitions And Abandonment Provision*

#### *Table Of Contents*

<i>Section</i>	<i>Page No.</i>
<i>Conditions</i>	<i>3</i>
<i>Definitions</i>	<i>9</i>
<i>Abandonment Provision</i>	<i>20</i>

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## *Conditions, Definitions And Abandonment Provision*

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### *Conditions*

The following conditions apply to all contracts within this policy, except Care, Custody or Control Legal Liability, or as otherwise stated.

### *Abandonment Of Property*

There can be no abandonment of any covered property to us unless we specifically agree to such abandonment in writing.

---

### *Appraisal*

If you and we do not agree on the amount of loss or damage, either party may make a written demand for an appraisal of the loss or damage. In this event, you will select and pay a competent and impartial appraiser, and we will select and pay a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will separately state the value of the property and the amount of the loss or damage. If the appraisers do not agree, they will submit their statements to the umpire. Agreement by the umpire and either of the appraisers will be binding on you and us.

You and we will equally share any other appraisal costs and the costs of the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

---

### *Concealment Or Misrepresentation*

This insurance is void if you or any other insured intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

---

### *Coverage Territory*

This policy applies anywhere in the world, except where we are legally prohibited from providing insurance.

---

### *Currency*

Loss or damage will be paid in the currency shown in the Declarations for the applicable Limits Of Insurance.

At our sole option and upon your request, we will make payment for loss or damage in the currency requested. In doing so we will convert the value of the covered loss or damage to the currency requested at the free rate of exchange as published in the Wall Street Journal in effect:

- on the date of the covered loss or damage for covered loss or damage to other than **money** or **securities**; or
- the date the covered loss or damage to **money** or **securities** is discovered.

**Production loss** will be converted at the rate of exchange as published in the Wall Street Journal based on the average of the daily rate of exchange quoted for the period of loss.

---

### *Due Diligence*

You shall use due diligence to avoid or diminish a loss or circumstance that may give rise to loss or damage. Any loss or damage due to a failure to follow instructions for the use of material or equipment will not be covered.

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## Conditions

(continued)

### Duty To Inform

You agree to inform us of any material increase in the risk and hazards affecting any **insured production**, including, but not limited to, an increase of the budget or of the number of episodes of a television series.

---

### Insured's Duties In The Event Of Loss Or Damage

You must see to it that the following are done in the event of loss or damage:

- Notify us or one of our authorized representatives, as soon as possible, as to what occurred. Include the time and place of the loss or damage, and names and addresses of available witnesses. Notify us if there has been loss or damage that may result in a **production loss**.
- Notify the police if a law may have been violated.
- Take every reasonable step to protect the property from further damage, and to avoid or minimize any loss or damage. Keep a record of your expenses necessary to protect such property or to avoid or minimize any loss or damage for consideration in the settlement of the claim. We will pay such expenses to the extent such loss or damage is reduced.
- If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- File with us, or with our authorized representative, sworn proof of loss within 90 days after the date of loss or damage.
- Cooperate with us in the investigation, settlement or handling of any claim.
- Authorize us to obtain records or reports necessary for our investigation.
- At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss or damage claimed.
- As often as may be reasonably required, permit us to inspect the property and examine your books, records and contracts.
- Permit us to examine any insured under oath, outside the presence of any other insured at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books, records and contracts. In the event of an examination, an insured's answers must be signed.

---

### Legal Action Against Us

No legal action may be brought against us unless:

- there has been full compliance with all the terms of this insurance; and
  - the action is brought within three years after the date on which the loss or damage occurred.
-

## ***Conditions, Definitions And Abandonment Provision***

### ***Conditions*** *(continued)*

#### ***Liberalization***

If we adopt any changes:

- within 60 days prior to the effective date shown in the Declarations; or
- during the policy period,

which could broaden this insurance without an additional premium charge, you will automatically receive the benefit of such change.

---

#### ***Loss Payee***

For covered property in which both you, and a Loss Payee:

- shown in the Schedule of Loss Payees; or
- listed as such on a Certificate of Insurance on file with us,

have an insurable interest, as evidenced in a written document created prior to loss or damage, we will:

- adjust losses with you; and
- pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

Such Certificate of Insurance does not modify this contract.

---

#### ***Loss Payment***

- A. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this insurance, and:
1. we have reached agreement with you on the amount of loss; or
  2. an appraisal award has been made.
- B. We will not pay you more than your financial interest in the covered property.
- C. We may adjust losses with the owners of lost or damaged covered property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' covered property. We will not pay the owners more than their financial interest in such property.
- D. We may elect to defend you against suits arising from claims of owners of covered property. We will do this at our expense.

---

#### ***No Benefit To Carrier Or Bailee***

No person or organization, other than you, having custody of covered property will benefit from this insurance.

---

#### ***Other Insurance***

If you have any other insurance covering the same loss or damage as is insured against by this policy, we will only pay for the amount of loss or damage which is insured against by this policy in excess of the amount due from such other insurance, whether you can collect on such other insurance or not.

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## Conditions

(continued)

### Pair Or Set

In the event of loss or damage to covered property which is part of a pair or set, you may choose one of the following methods of loss payment. We will pay you:

- the **market value** of the pair or set. You will return to us the remaining pieces;
- the cost to repair or replace the damaged pieces and you will keep the undamaged pieces. If the pair or set with the repaired pieces has a lower value than it had prior to the loss, we will also pay that difference. In no event will we pay more than the value that the pair or set had prior to the loss or damage; or
- the **market value** of the lost or damaged pieces prior to the loss or damage when the pieces cannot be found or repaired. You will keep the undamaged pieces. If the remaining pieces have a reduced value, will pay the difference between the value of the remaining pieces prior to the loss or damage and after the loss or damage. In no event will we pay more than the value the pair or set had prior to the loss or damage.

---

### Recovered Property

If any lost or damaged covered property is recovered by you or us, after a loss payment is made, the party making the recovery must give the other parties prompt notice.

If any recovered property has a salvage value, we shall control the disposition of such salvage.

When covered property is recovered, you may keep the:

- recovered property and return the loss payment to us; or
- loss payment and we will keep the recovered property.

When any recovered covered property which you choose to keep is in need of repair, we will pay for the repairs subject to the:

- applicable Limit Of Insurance shown in the Declarations; and
- Loss Payment Basis provision, Our Loss Payment Options.

If any recovered property has a salvage value or if there is any money recovered through subrogation, such recoveries shall be applied, net of the expense of such recovery, in the following order:

- first, to you for any uninsured loss or damage resulting from an insufficient limit of insurance;
- second, to us for any amounts paid in settlement of your claim; and
- third, to you for any deductible amount that you paid.

We shall determine the amount of loss or damage on the basis on which it would have been settled had the amount of recovery been known at the time the loss was originally determined.

If there are expenses:

- in recovering any lost or damage covered property; or
- as a result of subrogation,

we shall share the expense with you and any insurer providing excess insurance in proportion to the amount we are each reimbursed. If there should be no recovery and proceedings are conducted solely by us, we shall bear the expenses of the proceedings.

---

## ***Conditions, Definitions And Abandonment Provision***

### ***Conditions*** *(continued)*

#### ***Transfer Of Rights Of Recovery To Us***

If any person to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair our rights.

You may waive your rights against another party in writing:

- A. prior to direct physical loss or damage to insured property; or
- B. after direct physical loss or damage to insured property only if, at the time of direct physical loss or damage, that party is one of the following:
  - 1. someone insured by this insurance;
  - 2. an individual who owns or controls the majority of capital stock of your business;
  - 3. a related business firm majority-owned or controlled by you, or that owns or controls the majority of the capital stock of your business; or
  - 4. your tenant.

This will not restrict your insurance.

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# Conditions, Definitions And Abandonment Provision

## Definitions

When used with respect to insurance under this policy:

### Communication Property

**Communication property** means:

- analog or digital communication equipment; or
- other equipment used to interactively communicate with others through voice, picture, video or writing,

you own or in your care, custody or control.

**Communication property** does not mean:

- **electronic data processing equipment;**
- **electronic data;** or
- **mobile communication property.**

---

### Electronic Data

**Electronic data** means software, data or other information that is in electronic form.

---

### Electronic Data Processing Equipment

**Electronic data processing equipment** means:

- computers;
- computer peripherals;
- climate control and protection equipment used solely for electronic data processing operations;
- separately identifiable and removable component computer devices that are attached to covered property and are designed to control such property, but not the property itself; and
- the blank medium upon which **electronic data** is recorded, but not **electronic data** itself.

**Electronic data processing equipment** does not mean:

- **electronic data;**
  - computers, peripherals, equipment or parts held for sale or distribution;
  - computers, peripherals, equipment or parts that have been sold;
  - computers, peripherals, equipment or parts in the course of manufacture;
  - **communication property;** or
  - **mobile communication property.**
-

---

## Definitions

(continued)

### *Electronic Data Processing Property*

**Electronic data processing property** means:

- **electronic data;**
- **electronic data processing equipment;**
- **mobile communication property;** and
- **communication property.**

---

### *Fine Arts*

**Fine arts** means:

- paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles, and other bona fide works of art; or
- items of rarity or historical value.

---

### *Fungus*

**Fungus** means any:

- A.
  1. mildew, mold or other fungi;
  2. other microorganisms; or
  3. mycotoxins, spores, or other by-products of the foregoing; or
- B. colony or group of any of the foregoing.

---

### *Insured Production*

**Insured production** means any production shown in the Declarations.

---

### *Library Stock*

**Library stock** means **production media** not recorded or filmed as part of the **insured production**.

---

### *Location*

**Location** means:

- shooting locations;
  - locations used for developing of negatives and editing of the **insured production**; and
  - locations used for storage of property to be used in the **insured production**.
-

# Conditions, Definitions And Abandonment Provision

## Definitions (continued)

### Malicious Programming

**Malicious programming** means an illegal or malicious entry into **electronic data** or a **system** which results in functions that:

- distort;
- corrupt;
- manipulate;
- copy;
- delete;
- destroy; or
- slow down,

such **electronic data** or **system**.

**Malicious programming** does not mean:

- theft of telephone services; or
- direct physical loss or damage to **electronic data processing property** or **mobile communication property**.

---

### Market Value

**Market value** means the price which the property might be expected to realize if offered for sale in a fair market on the date of loss or damage.

---

### Media Peril

**Media peril** means:

- use of faulty materials;
  - faulty lighting equipment;
  - faulty cameras or videotape recordings;
  - faulty sound equipment or sound tracks;
  - faulty developing, editing or processing;
  - cutting, cueing or other laboratory work;
  - accidental erasure of videotape recordings or sound tracks; or
  - accidental exposure to light.
-



---

## **Definitions**

(continued)

### ***Mobile Communication Property***

**Mobile communication property** means:

- cellular telephone;
- laptop computers;
- pagers;
- personal digital assistants;
- mobile hand held global positioning systems; and
- other hand held communication devices.

**Mobile communication property** does not mean:

- **electronic data processing equipment;**
- **electronic data;** or
- **communication property.**

---

### ***Money***

**Money** means:

- currency, coins, bank notes or bullion;
- food stamps;
- checks or drafts drawn on any account; or
- travelers checks, registered checks and money orders, held for sale to the public.

---

### ***Occurrence***

**Occurrence** means:

- A. for earthquake, including resulting tsunami:
  - 1. one earthquake; or
  - 2. a series of earthquake shocks occurring within any period of 168 hours;
- B. for volcanic eruption:
  - 1. one volcanic eruption; or
  - 2. a series of volcanic eruptions within any period of 168 hours;
- C. for windstorm involving, in whole or in part any of the perils of weather:
  - 1. one weather event; or
  - 2. a series of related weather events; or

# Conditions, Definitions And Abandonment Provision

## Definitions

### Occurrence (continued)

- D. for all other perils:
1. one event; or
  2. a series of causally related events that:
    - a. contribute concurrently to; or
    - b. contribute in any sequence to,the loss or damage.

For the purposes of this definition:

- earthquake does not include a **specified peril** that ensues from earthquake; and
- any earthquake or volcanic eruption, or series of earthquake shocks or volcanic eruptions, will be deemed to occur at the time of the first shock or eruption.

---

### Office Contents

**Office contents** means contents usual to your office occupancy, including:

- **mobile communication property;**
- **electronic data processing equipment;**
- **tenant's improvements and betterments;** and
- glass in buildings you do not own if you are legally or contractually required to maintain such glass.

**Office contents** does not mean:

- **production media;**
- **props, sets and wardrobe;**
- **production equipment;**
- animals;
- plants;
- **money or securities;**
- **fine arts;** or
- furs, jewelry, precious or semi-precious stones, metals or alloys.

---

### On-Line Access

**On-line access** means:

- accessing information made available by third parties; or
  - making information available to third parties,
- via computer or other electronic system.
-

---

## Definitions

(continued)

### *Pollutants*

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Pollutants** does not mean **fungus**.

---

### *Production Costs*

**Production costs** means all costs directly chargeable to an **insured production**, including overhead charges included in the budget for the **insured production**, but not including:

- A. the cost of:
  - 1. underlying rights and materials;
  - 2. permanent sets, owned wardrobe or owned equipment; or
  - 3. premiums paid for this insurance; or
- B. interest and charges on production loans.

---

### *Production Equipment*

**Production equipment** means:

- cameras;
- camera equipment;
- sound and lighting equipment;
- portable electrical equipment and generators;
- mechanical effects equipment;
- mobile dressing room and honey wagon trailer units; and

other equipment usual to film production; and

- motor vehicles you do not own; and
- **mobile communication property**.

**Production equipment** does not mean:

- **production media;**
  - **props, sets and wardrobe;**
  - **money or securities;**
  - **office contents;**
  - aircraft (including gliders and hang-gliders);
  - watercraft;
  - railroad cars or railroad equipment; or
  - motor vehicles you own.
-

## *Conditions, Definitions And Abandonment Provision*

### **Definitions** (continued)

#### *Production Loss*

##### **Production loss** means:

- additional **production costs** you necessarily incur to complete an **insured production** in essentially the same manner and within the specifications submitted to us prior to a loss; or
- actual **production costs** you incurred prior to an abandonment of an **insured production** to which the Abandonment Provision applies.

##### **Production loss** does not mean costs:

- of enhancements applicable to an **insured production** beyond the specifications submitted to us prior to a loss; or
- incurred for that part of any **insured production** which has already been aired or exhibited.

---

#### *Production Media*

##### **Production media** means:

- A. any:
  - 1. film;
  - 2. tape;
  - 3. disk; or
  - 4. other medium or device,  
used to record or store sounds or images; and
- B. the information contained therein.

---

#### *Property*

##### **Property** means property:

- used or to be used in an **insured production**; or
- at a **location**.

##### **Property** does not mean:

- **production media**; or
  - animals.
-

---

## Definitions

(continued)

### *Props, Sets And Wardrobe*

**Props, sets and wardrobe** means any property which is:

- part of a set;
- a prop; or
- wardrobe; and

similar theatrical property.

**Props, sets and wardrobe** does not mean:

- A. **production media;**
- B. **production equipment;**
- C. **money or securities;**
- D. buildings or structures, except a temporary structure which is part of a theatrical set;
- E. **office contents;**
- F.
  - 1. aircraft (including gliders or hang-gliders);
  - 2. watercraft valued in excess of \$100,000; or
  - 3. railroad cars or railroad equipment, motorcycles, motor vehicles or other conveyances, except while:
    - a. being used as part of a theatrical set and not in motion; or
    - b. in transit to or from a set and not being self-propelled;
- G. plant life, unless used as part of a theatrical set; or
- H. animals.

---

### *Robbery Of Money Or Securities*

**Robbery of money or securities** means the unlawful taking of **money or securities** from:

- you;
- your partner;
- your employee; or
- any other person authorized by you to have custody of the **money or securities**,

by violence, threat of violence or any other overt felonious act committed in the presence and with cognizance of any such person.

---

# Conditions, Definitions And Abandonment Provision

## Definitions (continued)

### Securities

**Securities** means:

- all negotiable and nonnegotiable instruments or contracts that represent either **money** or other property held by you in any capacity;
- revenue and other stamps in current use;
- tokens;
- tickets; and
- property of others that you hold as a pledge or as collateral for a loan.

**Securities** does not mean **money**.

---

### Sinkhole Collapse

**Sinkhole collapse** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

**Sinkhole collapse** does not mean:

- the cost of filling land; or
- the sinking or collapse of land into man-made cavities.

---

### Specified Peril

**Specified peril** means:

- aircraft or self-propelled missiles;
  - explosion;
  - fire;
  - leakage from fire protection equipment;
  - lightning;
  - mine subsidence;
  - riot or civil commotion;
  - **sinkhole collapse**;
  - smoke;
  - vandalism;
  - vehicles;
  - volcanic action; or
  - windstorm or hail.
-

---

## Definitions

(continued)

### Stop Date Loss

**Stop date loss** means **production loss** you incur when you must honor the termination date contained in a performance contract between you and any **declared person**, as a direct result of a delay in completing an **insured production**.

---

### System

**System** means a computer and all input, output, processing, storage, off-line media library, and communication facilities which are connected to such computer, provided such computer and facilities are:

- owned and operated by you;
- leased and operated by you; or
- utilized by you pursuant to a written contract.

---

### Tenant's Improvements And Betterments

**Tenant's improvements and betterments** means fixtures, alterations, installations or additions:

- you make a part of a building you occupy but do not own; and
- you acquire or make at your expense but cannot legally remove.

**Tenant's improvements and betterments** does not mean:

- land, water or air, either inside or outside of a structure;
- paved or concrete surfaces;
- retaining walls;
- foundations or supports below the surface of the lowest floor or basement;
- outdoor trees, shrubs, plants or lawns; or
- growing crops.

---

### Valuable Articles

**Valuable articles** means **props, sets and wardrobe** consisting of:

- antiques and fine arts;
  - furs;
  - jewelry;
  - precious or semi-precious stones, metals or alloys; or
  - rugs.
-

## *Conditions, Definitions And Abandonment Provision*

### *Definitions* (continued)

#### *Water*

**Water** means water that:

- escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
  - back ups or overflows through sewers, drains or sump;
  - seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or
  - enters doors, windows or other openings in any building or other structure.
-



## Conditions, Definitions And Abandonment Provision

### Abandonment Provision

The following Abandonment Provision applies to the Cast contract and the Property And Production Media contract contained within this policy.

You may abandon the **insured production**, provided we agree:

- Principal Photography has been necessarily interrupted for a cumulative period of 60 days or more;
- an **essential element** is unable to complete their duties in such production; or
- such production cannot otherwise reasonably be completed,

solely as a result of:

- one or more **covered causes of loss**; or
- covered direct physical loss or damage to **production media**.

You must notify us, in writing, of your intention to abandon prior to doing so. Such notification must include a sworn statement (along with sufficient supporting information) that the conditions of abandonment have been met. We will notify you as to whether we agree to such abandonment within 30 days of receipt of your written notice.

If we agree to the abandonment:

- we will, subject to the applicable Limit of Insurance shown in the Declarations, pay the actual **production costs** you incurred prior to abandonment of the **insured production**.
- you will, upon our request and at our reasonable expense, take reasonable steps to complete the **insured production**. Any payments we make under these circumstances shall not reduce the limits of insurance.

If we do not agree to the abandonment, either party may make a written demand that the right to abandon be submitted for arbitration. Any written demand for arbitration must be made within 60 days of the date on which we notify you of our decision. Any court action to enforce a demand for arbitration must be started within 180 days from the date we notify you of our decision. When this demand is made, both parties may agree on a single arbitrator. If they cannot agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the third arbitrator within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Arbitrators must be retired, disinterested professionals with substantial experience in film production in the motion picture industry. Each party will:

- pay the expenses it incurs; and
- share the expenses of the single arbitrator (if that format is chosen) or of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in Los Angeles, California. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Procedural and discovery rules shall be established by the arbitrators, notwithstanding local legal requirements. A decision rendered by the single arbitrator (if that format is chosen) or agreed to by two arbitrators of a three member panel will be binding and shall be enforceable in the same manner as a final judgment in any court of competent jurisdiction.

Except as provided for above, in the event of an abandonment we consent to (or in the event the arbitrators find that you are entitled to abandon), we will not pay more than the lesser of the:

- actual **production costs** you incurred prior to abandonment of the **insured production**; or
- applicable Limit of Insurance shown in the Declarations.

## *Conditions, Definitions And Abandonment Provision*

### ***Abandonment Provision*** *(continued)*

Prior to any payment for abandonment, you shall surrender to us all rights, titles and interest in:

- the **insured production** and the intellectual property associated with it;
- all underlying work; and
- the original and all copies of tapes, films and other materials related to the **insured production**.

The paragraph immediately above does not apply to:

- any sequel or prequel; or
- attendant merchandising rights associated with such sequel or prequel.

# *Inland Marine Insurance*

## *Film Producers Risk Cast*

### *Table Of Contents*

<b>Section</b>	<b>Page No.</b>
<i>Coverage</i>	<i>3</i>
<i>Additional Coverages</i>	<i>3</i>
<i>Attachment And Termination Of Coverage</i>	<i>4</i>
<i>Policy Exclusions</i>	<i>5</i>
<i>Limits Of Insurance</i>	<i>5</i>
<i>Deductible</i>	<i>5</i>
<i>Loss Determination</i>	<i>6</i>
<i>Loss Payment Limitations</i>	<i>6</i>
<i>Conditions (Including Coverage Territory)</i>	<i>6</i>
<i>Additional Conditions</i>	<i>7</i>
<i>Definitions</i>	<i>8</i>
<i>Additional Definitions</i>	<i>8</i>

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## Cast

## Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Conditions, Definitions And Abandonment Provision form included in this policy and the Additional Definitions section of this contract.

Throughout this contract, the words “you” and “your” refer to the Named Insured shown in the Declarations of this policy. The words “we”, “us” and “our” refer to the company providing this insurance.

---

The following Coverage is provided only if a Limit Of Insurance applicable to such Coverage is shown in the Declarations.

### Coverage

#### Declared Person

We will pay for the actual **production loss** you incur due to the inability of an **essential element** or other **declared person** to commence, continue or complete their duties or performances in an **insured production** as a result of a **covered cause of loss** of such **essential element** or other **declared person** which occurs during the policy period, not to exceed the applicable Limit Of Insurance for Declared Person shown under Cast in the Declarations.

---

The following Additional Coverages are provided only if a Limit Of Insurance applicable to such Additional Coverages is shown in the Declarations.

### Additional Coverages

#### Immediate Family Member

We will pay for the actual **production loss** you incur due to the inability of a **declared person** to commence, continue or complete their duties or performances in an **insured production** as a result of:

- death;
- life threatening injury; or
- life threatening sickness,

of an **immediate family member** which occurs during the policy period, not to exceed the applicable Limit Of Insurance for Immediate Family Member shown under Cast in the Declarations.

This Additional Coverage applies only if such:

- threat to life first manifested; or
- death occurred,

after coverage begins for the **declared person** pursuant to the Attachment And Termination Of Coverage provision in this contract.

---

---

## **Additional Coverages**

(continued)

### **Undeclared Person**

We will pay for the actual **production loss** you incur due to the inability of an **undeclared person** to commence, continue or complete their duties or performances in an **insured production** as a result of a **covered cause of loss** of such **undeclared person** which occurs during the policy period, not to exceed the Limit Of Insurance for Undeclared Person shown in the Declarations.

---

### **Preparation Of Loss Fees**

We will pay the reasonable and necessary expenses we require you to incur after covered **production loss**, to determine the extent of such loss, not to exceed the applicable Limit Of Insurance for Preparation Of Loss Fees shown in the Declarations.

This Additional Coverage does not apply to any expenses you incur for any:

- insurance adjuster, consultant or attorney; or
- of your subsidiaries or affiliates.

---

### **Attachment And Termination Of Coverage**

- A. The Declared Person Coverage begins:
1. on the effective date (Accident Only) applicable to the **declared person** shown in the Cast Insurance Schedule, if:
    - a. injury, sickness or death resulting from an **accident**;
    - b. kidnap; or
    - c. compulsion by physical force or threat of physical force, is the **covered cause of loss**; or
  2. on the earlier of:
    - a. date we approve the medical report applicable to the **declared person**;
    - b. date the medical report is made, if, due to circumstances beyond your control, we have not received the medical report within a reasonable time after the medical report is made; or
    - c. effective date (Full Coverage) applicable to the **declared person** shown in the Cast Insurance Schedule.
- when the **covered cause of loss** does not result from an **accident**.
- B. The Undeclared Person Additional Coverage begins on the date Principal Photography begins.
- C. The Immediate Family Member Additional Coverage begins on the effective date applicable to the **declared person** shown in the Cast Insurance Schedule.
- D. All coverages end when the first of the following occurs:
1. the policy expires or is terminated; or
  2. completion of the **insured production**.
-

## Cast

### Policy Exclusions

The following Policy Exclusions apply to this contract.

#### Dishonesty

This insurance does not apply to **production loss** caused by or resulting from fraudulent, dishonest or criminal acts or omission committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

---

#### Nuclear Hazard

This insurance does not apply to death, injury or sickness of a **declared person** or an **undeclared person** caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that direct or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the death, injury or sickness of a **declared person** or an **undeclared person**, even if such other cause or event would otherwise be covered.

---

#### War And Military Action

This insurance does not apply to death, injury or sickness of a **declared person** or an **undeclared person** caused by or resulting from:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly;

- contributes concurrently to; or
- contributes in any sequence to,

the death, injury or sickness of a **declared person** or an **undeclared person**, even if such other cause or event would otherwise be covered.

---

#### Limits Of Insurance

Except as provided under Undeclared Person, the most we will pay in any **occurrence** is the amount of **production loss**, not to exceed the applicable Limit Of Insurance shown in the Declarations.

If any Coverage or Additional Coverage appears in more than one contract which forms a part of this policy, unless otherwise specified, the applicable Limit Of Insurance shown in the Declarations for such coverages is the most we will pay in any **occurrence**, regardless of the number of contracts in which such Coverage or Additional Coverage appears.

---

#### Deductible

Subject to the applicable Limit Of Insurance, we will pay the amount of **production loss** in excess of the applicable deductible amount shown in the Declarations for each **occurrence**.

---

---

## ***Loss Determination***

In making any loss determination under this coverage, we may utilize relevant sources of information, including:

- your financial records and accounting procedures;
- bills, invoices and other vouchers;
- contracts;
- budgeting records; and
- scripts and other production documents.

---

## ***Loss Payment Limitations***

### ***Contract Terms***

We will not pay for any **production loss** you incur, unless the contract terms for:

- performance services; or
- use of facilities, property, equipment and supplies,

applicable to an **insured production** are sufficiently longer than your original scheduled time for completion of such **insured production** in order to allow a reasonable margin of time to account for possible delays in completing such **insured production**.

---

### ***Contribution With An Uninsured Event***

We will not pay for that part of any **production loss** attributable to or resulting from an uninsured cause or event, regardless of when such cause or event takes place.

---

### ***Ransom***

We will not pay for any **production loss** caused by or resulting from payment of money, securities, or other consideration surrendered for ransom.

---

### ***Stop Date Loss***

We will not pay for:

- that part of any **stop date loss** caused by or resulting from any cause or event, other than a **covered cause of loss**; or
- any **stop date loss** when the performance contract term between you and a **declared person** or an **undeclared person** is not at least 10 days longer than your original scheduled time for completing Principal Photography.

---

## ***Conditions (Including Coverage Territory)***

The conditions applicable to this contract are contained in the Conditions, Definitions And Abandonment Provision form included in this policy. Any additional conditions are shown in the Additional Conditions section of this contract.

---



## Cast

### Additional Conditions

#### *Medical Examination Of A Declared Person*

- A. Declared Person (Other Than In A Television Series)
1. You agree to have any **declared person** examined by a duly qualified physician, designated or approved by us, not more than 30 days prior to commencement of their duties in the **insured production**. In addition, a medical questionnaire and certificate, in a form approved by us, must be:
    - a. fully completed;
    - b. signed by the examinee and the physician; and
    - c. submitted to us.
  2. We agree to:
    - a. review the medical certificate promptly; and
    - b. advise you, or your representative, within 5 business days of receipt by us of the medical certificate, of:
      - (1) our approval or disapproval of a **declared person**; and
      - (2) any restrictions applicable to any **declared person**.
- B. Declared Person In A Television Series
1. If a **declared person** in a television series is scheduled to work for:
    - a. no more than 5 episodes, you may choose to have such **declared person** complete a Medical Affidavit Of Good Health, which will be provided by us; or
    - b. more than 5 episodes, a medical examination in the form and in accordance with the procedure outlined in paragraph A. above will be required.
  2. Coverage will begin 96 hours prior to the commencement of Principal Photography of an individual television episode. However, any pre-existing health condition, reservation, exception or restriction listed in the medical affidavit or in the case history of the **declared person** shall be excluded unless approved by us.

#### *Notice Of Incapacity Of A Declared Person*

Immediately after you become aware of circumstances that may result in a **declared person** being unable to commence, continue or complete their duties, you shall notify us, and procure and immediately forward to us a written certification from a duly qualified physician detailing such circumstances. We have the right to have such **declared person** examined at all reasonable times by a physician duly authorized by us.

#### *Special Cast Cancellation Provision*

Cast insurance may be cancelled at any time in accordance with the provisions contained in the Cancellation Common Policy Condition, in which case no further productions shall come within the scope of this coverage. However, cancellation shall not prejudice any **insured production** on which cast insurance has attached prior to the time cancellation becomes effective, except when the policy is cancelled for non-payment of premium.

#### *Your Obligation*

You will use due diligence to ascertain that any persons designated for coverage are in sound physical condition and of good health immediately prior to you designating them for coverage.

---

## ***Definitions***

The definitions applicable to this contract are contained in the Conditions, Definitions And Abandonment Provision form included in this policy. Any additional definitions are shown in the Additional Definitions section of this contract.

---

## ***Additional Definitions***

### ***Accident***

**Accident** means a sudden, unforeseen and unexpected event which:

- happens by chance;
- arises from a source external to the **declared person**;
- is independent from sickness, disease or other bodily malfunction; and
- is the direct cause of loss.

---

### ***Covered Cause Of Loss***

**Covered cause of loss** means:

- death;
- injury;
- sickness;
- kidnap; or
- compulsion by physical force or threat of physical force.

**Covered cause of loss** does not mean:

- A. death or injury caused by or resulting from taking part in:
  - 1. flying, other than as a passenger; or
  - 2. any stunt or hazardous special effect without our written consent;
- B. pregnancy, childbirth or any other conditions related to pregnancy or childbirth; or
- C. death, injury or sickness to the extent a special limitation shown in:
  - 1. the Cast Insurance Schedule; or
  - 2. an endorsement,applies to a **declared person**.

---

### ***Declared Person***

**Declared person** means any individual listed on the Cast Insurance Schedule.

---

### ***Essential Element***

**Essential element** means any **declared person**:

- without whom the **insured production** can not be completed; and
  - shown in the Cast Insurance Schedule under Essential Element.
-

## *Cast*

### ***Additional Definitions***

*(continued)*

#### *Immediate Family Member*

**Immediate family member** means any person who is the following relation to a **declared person**:

- brother;
- child;
- father;
- father-in-law;
- grandchild;
- grandparent;
- mother;
- mother-in-law;
- sister;
- spouse or domestic partner;
- step-child;
- step-father; or
- step-mother.

---

#### *Undeclared Person*

**Undeclared person** means any member of your cast or crew that is not a **declared person**.

# *Inland Marine Insurance*

## *Film Producers Risk Care, Custody Or Control Legal Liability*

### *Table Of Contents*

<b><i>Section</i></b>	<b><i>Page No.</i></b>
<i>Coverages</i>	<i>3</i>
<i>Investigation, Defense And Settlements</i>	<i>4</i>
<i>Supplementary Payments</i>	<i>4</i>
<i>Coverage Territory</i>	<i>5</i>
<i>Who Is An Insured</i>	<i>5</i>
<i>Limits Of Insurance</i>	<i>7</i>
<i>Deductible</i>	<i>7</i>
<i>Policy Exclusions</i>	<i>7</i>
<i>Conditions</i>	<i>10</i>
<i>Definitions</i>	<i>13</i>
<i>Additional Definitions</i>	<i>13</i>
<i>Amended Definition</i>	<i>14</i>

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# Care, Custody Or Control Legal Liability

## Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Conditions, Definitions And Abandonment Provision form included in this policy and the Additional Definitions and the Amended Definitions sections of this contract.

Throughout this contract the words “you” and “your” refer to the Named **Insured** shown in the Declarations of this policy, and any other person or organization qualifying as a Named **Insured** under this contract. The words “we”, “us” and “our” refer to the company providing this insurance.

In addition to the Named **Insured**, other persons or organizations qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

---

## Coverages

### *Care, Custody Or Control Legal Liability – Property Damage*

Subject to the applicable Limit Of Insurance for Care, Custody Or Control Legal Liability – Property Damage shown in the Declarations, we will pay damages the **insured** becomes legally obligated to pay by reason of liability imposed by law because of direct physical loss or damage to **covered property** used or to be used in an **insured production** caused by an accident and arising out of a peril not otherwise excluded.

This insurance applies to direct physical loss or damage to **covered property** with occurs during the policy period.

---

### *Care, Custody Or Control Legal Liability – Loss Of Use*

Subject to the applicable Limit Of Insurance for Care, Custody Or Control Legal Liability – Loss Of Use shown in the Declarations, we will pay damages the **insured** becomes legally obligated to pay by reason of liability imposed by law because of the actual loss of use of:

- **covered property;**
- **props, sets and wardrobe; or**
- **production equipment,**

used or to be used in an **insured production** caused by an accident and arising out of a peril not otherwise excluded.

This insurance applies to actual loss of use which occurs during the policy period.

Actual loss of use of:

- **covered property;**
- **props, sets and wardrobe; or**
- **production equipment,**

that does not suffer direct physical loss or damage shall be deemed to occur at the time of the accident that caused it.

---

### *Care, Custody Or Control Legal Liability – Living Quarters*

Subject to the Limit Of Insurance for Care, Custody Or Control Legal Liability – Living Quarters shown in the Declarations, we will pay damages the **insured** become legally obligated to pay by reason of liability imposed by law because of:

- direct physical loss or damage to property used as living quarters for your cast or crew; and

---

## Coverages

### Care, Custody Or Control Legal Liability – Living Quarters (continued)

- resulting actual loss of use of property used as living quarters for your cast or crew, caused by an accident and arising out of a peril not otherwise excluded.

This insurance applies to direct physical loss or damage and actual loss of use which occurs during the policy period.

---

### Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend the **insured**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any accident and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

---

### Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expense we incur.
- B. the cost of:
  - 1. bail bonds; or
  - 2. bonds required to:
    - a. appeal judgments; or
    - b. release attachments,but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
  - 1. attorney fees or litigation expenses; or
  - 2. other loss, cost or expense;in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

## Care, Custody Or Control Legal Liability

### Supplementary Payments (continued)

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

---

### Coverage Territory

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

---

### Who Is An Insured

#### Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

---

#### Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

---

#### Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

---

#### Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

---

#### Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for loss or damages to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.



---

## ***Who Is An Insured***

*(continued)*

### *Volunteers*

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

---

### *Real Estate Managers*

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

---

### *Loan-Out Companies*

**Loan-out companies** and their **employees** are **insureds**, but they are **insureds** only with respect to their liability for:

- direct physical loss or damage; or
- loss of use of **covered property, props, sets and wardrobe** or **production equipment**, arising out of the **insured production**.

---

### *Subsidiary Or Newly Acquired Or Formed Organizations*

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

---

### *Limitations On Who Is An Insured*

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
  - B. No person or organization is an **insured** with respect to the:
    - 1. ownership, maintenance or use of any assets; or
    - 2. conduct of any person or organization whose assets, business or organization, you acquire, either directly or indirectly, for any loss or damage, in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.
-

## *Care, Custody Or Control Legal Liability*

### *Limits Of Insurance*

The applicable Limit Of Insurance for:

- Care, Custody Or Control Legal Liability – Property Damage;
- Care, Custody Or Control Legal Liability – Loss Of Use; or
- Care, Custody Or Control Legal Liability – Living Quarters,

shown in the Declarations, is the most we will pay for damages, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

---

### *Deductible*

Subject to the applicable Limit Of Insurance for:

- Care, Custody Or Control Legal Liability – Property Damage;
- Care, Custody Or Control Legal Liability – Loss Of Use; or
- Care, Custody Or Control Legal Liability – Living Quarters,

shown in the Declarations, we will pay damages the **insured** become legally obligated to pay in excess of the applicable deductible amount shown in the Declarations for each accident.

---

### *Policy Exclusions*

The following Policy Exclusions apply to this contract.

### *Acts Or Decisions*

This insurance does not apply to loss or damage arising out of acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This Acts Or Decisions exclusion does not apply to ensuing loss or damage arising out of a peril not otherwise excluded.

---

### *Business Errors*

This insurance does not apply to loss or damage arising out of errors in the:

- altering;
- calibrating;
- constructing;
- developing;
- distributing;
- installing;
- manufacturing;
- maintaining;
- processing;
- repairing;
- researching; or
- testing,

of part or all of any property.

---

## Policy Exclusions

### Business Errors (continued)

This Business Errors exclusion does not apply to:

- loss or damage that results to other **covered property**; or
- ensuing loss or damage arising out of a **specified peril**.

---

### Contractual Liability

This insurance does not apply to the defense of any claim or **suit** or payment of any damages that you are legally liable to pay solely by reason of your assumption of liability of a third party in a contract or agreement.

---

### Disappearance

This insurance does not apply to loss or damage arising out of:

- disappearance; or
- shortage disclosed on taking inventory,

where there is no physical evidence to show what happened.

This Disappearance exclusion does not apply to ensuing loss or damage arising out of a peril not otherwise excluded.

---

### Dishonesty

This insurance does not apply to loss or damage arising out of fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishonesty exclusion does not apply to:

- A. acts of vandalism;
- B. acts committed by carriers or warehousemen for hire or anyone claiming to be a carrier or warehousemen for hire, other than:
  - 1. you, your partner, directors, trustees and employees;
  - 2. anyone performing acts coming within the scope of the usual duties of your employees; or
  - 3. anyone authorized to act for you; or
- C. ensuing loss or damage arising out of a peril not otherwise excluded.

---

### Electronic Data

This insurance does not apply to loss or damage arising out of loss or damage to **electronic data** caused by or resulting from **malicious programming**, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

---

## Care, Custody Or Control Legal Liability

### Policy Exclusions (continued)

#### Intentional Acts

This insurance does not apply to loss or damage arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**,

to cause loss or damage, even if the loss or damage is of a different degree or type than intended or expected.

#### Loss Of Market

This insurance does not apply to loss or damage arising out of loss of market, loss of use or delay.

#### Nuclear Hazard

This insurance does not apply to the defense of any claim or **suit** or payment of any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

#### Planning, Design, Materials Or Maintenance

This insurance does not apply to loss or damage (including the costs of correcting or making good) arising out of any faulty, inadequate or defective:

- planning, zoning, development, surveying, site selection;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance,

of part or all of any property wherever located.

This Planning, Design, Materials Or Maintenance exclusion does not apply to ensuing loss or damage arising out of a peril not otherwise excluded.

#### Pollutants

This insurance does not apply to loss or damage arising out of the mixture of or contact between property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to:

- itself or other property;
- persons, animals or plants;
- land, water or air; or
- any other part of an environment,

either inside or outside of a building or other structure, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

---

## Policy Exclusions

### Pollutants (continued)

This Pollutants exclusion does not apply to:

- A. the mixture of or contact between property and **pollutants** if the mixture or contact is directly caused by or directly results from a **specified peril**;
- B. any solid, liquid or gas used to suppress fire; or
- C. **water**.

Paragraphs B. and C. do not apply to loss or damage involving:

- viruses or pathogens; or
- ammonia.

---

### Settling

This insurance does not apply to loss or damage arising out of settling, cracking, shrinking, bulging or expansion of land, paved or concrete surfaces, foundations, pools, buildings or other structures.

This Settling exclusion does not apply to ensuing loss or damage arising out of a **specified peril**.

---

### War And Military Action

This insurance does not apply to loss or damage caused by or resulting from:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

---

### Wear And Tear

This insurance does not apply to loss or damage arising out of wear and tear or deterioration.

This Wear And Tear exclusion does not apply to ensuing loss or damage arising out of a **specified peril** or **water**.

---

## Conditions

### Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

---

### Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.

---

## Care, Custody Or Control Legal Liability

### Conditions (continued)

#### Disclosure And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such hazard or other material information.

#### Duties In The Event Of Loss Or Damage

- A. You must see to it that we and any other insurers are notified as soon as practicable of any loss or damage that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the loss or damage happened;
  2. the names and addresses of any witnesses; and
  3. the nature and location of the loss or damage.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
  2. notify us and other insurers as soon as practicable; and
  3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or **suit**;
  2. authorize us to obtain records and other information;
  3. cooperate with us and other insurers in the:
    - a. investigation or settlement of the claim; or
    - b. defense against the **suit**; and
  4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense without our consent.
- E. Notice given by or on behalf of:
1. the **insured**; or
  2. any claimant,
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of any loss or damage by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such loss or damage.

---

## Conditions

### *Duties In The Event Of Loss Or Damage (continued)*

- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of a loss or damage that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

---

### *Legal Action Against Us*

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding,

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

---

### *Liberalization*

If we adopt any changes:

- within 60 days prior to the effective date shown in the Declarations; or
- during the policy period,

which could broaden this insurance without an additional premium charge, you will automatically receive the benefit of the broadened coverage.

---

### *No Benefit To Carrier Or Bailee*

No person or organization, other than you, having custody of **covered property** will benefit from this insurance.

---

### *Other Insurance*

If you have any other insurance covering the same loss or damage as is insured against by this policy, we will only pay for the amount of loss or damage which is insured against by this policy in excess of the amount due from such other insurance, whether you can collect on such other insurance or not.

---

### *Separation Of Insureds*

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
  - separately to each **insured** against whom claim is made or **suit** is brought.
-

## Care, Custody Or Control Legal Liability

### Conditions

(continued)

#### Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

---

### Definitions

The definitions applicable to this contract are contained in the Conditions, Definitions And Abandonment Provision form included in the policy. Any additional definitions or definitions that replace the definitions contained in the Conditions, Definitions And Abandonment Provision form, are shown in the Additional Definitions section and Amended Definition section of this contract.

---

### Additional Definitions

#### Agreed Settlement

**Agreed settlement** means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

---

#### Covered Property

**Covered property** means tangible property of others in your care, custody or control.

**Covered property** does not mean:

- **props, sets and wardrobe;**
- **production equipment;**
- **production media;**
- **office contents;**
- aircraft, motor vehicles or watercraft;
- railroad cars or railroad equipment;
- buildings used for any purpose, other than location filming in connection with an **insured production;**
- animals; or
- property used as living quarters for your cast or crew.

---

#### Employee

**Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

---



---

## ***Additional Definitions***

*(continued)*

### *Insured*

**Insured** means a person or organization qualifying as an **insured** in the Who Is Insured section of this contract.

---

### *Leased Worker*

**Leased worker** means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

---

### *Loan-Out Company*

**Loan-out company** means an organization that has agreed, in a **loan-out company agreement**, to provide you with the artistic services of a person or persons in the **insured production**.

---

### *Loan-Out Company Agreement*

**Loan-out company agreement** means a written contract or agreement which stipulates the specific terms and conditions under which you hire a person or persons to provide you with artistic services in the **insured production**.

---

### *Officer*

**Officer** means a person holding any of the officer positions created by an organization charter, constitution, by-laws or any other similar governing documents.

---

### *Suit*

**Suit** means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

---

### *Temporary Worker*

**Temporary worker** means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

---

## ***Amended Definition***

### *Pollutants*

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

# *Inland Marine Insurance*

## *Film Producers Risk Property And Production Media*

### *Table Of Contents*

<i>Section</i>	<i>Page No.</i>
<i>Production Loss Coverages</i>	<i>3</i>
<i>Production Loss Additional Coverages</i>	<i>3</i>
<i>Property Coverages</i>	<i>6</i>
<i>Attachment And Termination Of Production Media Coverage</i>	<i>7</i>
<i>Policy Exclusions</i>	<i>8</i>
<i>Production Media Exclusions</i>	<i>11</i>
<i>Property And Production Loss Exclusions</i>	<i>12</i>
<i>Money And Securities Exclusions</i>	<i>15</i>
<i>Limits Of Insurance</i>	<i>16</i>
<i>Deductible</i>	<i>17</i>
<i>Loss Determination For Production Loss</i>	<i>17</i>
<i>Loss Payment Limitations</i>	<i>17</i>
<i>Loss Payment Basis For Property</i>	<i>20</i>
<i>Loss Payment Basis Exceptions For Property</i>	<i>21</i>
<i>Conditions (Including Coverage Territory)</i>	<i>22</i>
<i>Definitions</i>	<i>22</i>

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SPECIMEN

## Property And Production Media

### Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Conditions, Definitions And Abandonment Provision form included in this policy.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

---

The following Production Loss Coverages are provided only if a Limit Of Insurance applicable to such Coverages is shown in the Declarations.

### Production Loss Coverages

#### Production Media

We will pay for the actual **production loss** you incur due to the actual or potential impairment of an **insured production** caused by or resulting from direct physical loss or damage to **production media** used or to be used in an **insured production**, caused by or resulting from:

- a **media peril**, not to exceed the applicable Limit Of Insurance for Media Perils; or
- all other perils not otherwise excluded, not to exceed the applicable Limit Of Insurance for Production Media,

shown under Production Loss in the Declarations.

#### Damage To Property

We will pay for the actual **production loss** you incur due to the actual or potential impairment of an **insured production** caused by or resulting from direct physical loss or damage to **property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Damage To Property shown under Production Loss in the Declarations.

#### Animals

We will pay for the actual **production loss** you incur due to the actual or potential impairment of an **insured production** caused by or resulting from direct physical loss or damage to animals used or to be used in an **insured production** caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance for Animals shown in the Declarations.

### Production Loss Additional Coverages

The following Production Loss Additional Coverages are provided only if a Limit Of Insurance applicable to such Additional Coverages is shown in the Declarations:

#### Civil Or Military Authority

We will pay for the actual **production loss** you incur due to the actual or potential impairment of an **insured production** directly caused by the action of a civil or military authority acting within the United States Of America, (including its territories and possessions), Puerto Rico, Canada, Australia, New Zealand, or Western Europe that:

- revokes your permission to use; or
- prohibits access to,

# Property And Production Media

## Contract

### Production Loss Additional Coverages

#### Civil Or Military Authority (continued)

property or facilities within your care, custody or control which are used or to be used in an **insured production**, not to exceed the applicable Limit Of Insurance for Civil Or Military Authority shown under Production Loss in the Declarations.

This Production Loss Additional Coverage does not apply if the action of a civil or military authority is caused by or results from:

- your failure to obtain or maintain a permit;
- revocation of a permit or other authorization; or
- a peril excluded under the Policy Exclusions.

#### Imminent Peril

We will pay for the:

- reasonable and necessary costs you incur to protect persons and property at a **location** from imminent direct physical loss or damage caused by or resulting from a peril not otherwise excluded; and
- **production loss** you incur due to the actual or potential impairment of an **insured production** due to actions you must take to protect persons or property at a **location** from imminent direct physical loss or damage caused by or resulting from a peril not otherwise excluded,

not to exceed the applicable Limit Of Insurance for Imminent Peril shown under Production Loss in the Declarations.

This Production Loss Additional Coverage does not apply to weather events that typically occur at the **location** where you protect persons or property.

#### Ingress And Egress

We will pay for the actual **production loss** you incur due to the actual or potential impairment of an **insured production** when ingress to or egress from a **location** is prevented due to direct physical loss or damage to property at a premises contiguous to such **location** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Ingress And Egress shown under Production Loss in the Declarations.

#### Mechanical Breakdown

We will pay for the actual **production loss** you incur due to the actual or potential impairment of an **insured production** caused by or resulting from mechanical breakdown of **property**, not to exceed the applicable Limit Of Insurance for Damage To Property shown under Production Loss in the Declarations.

This Production Loss Additional Coverage:

- applies only if the **property** was fully tested and in good working order before the **property** was used; and
- does not apply to motor vehicles.

## Property And Production Media

### Contract

#### Production Loss Additional Coverages (continued)

##### Off Premises Services

We will pay for the actual **production loss** you incur due to the actual or potential impairment of an **insured production** caused by or resulting from direct physical loss or damage to property, other than:

- property used or to be used in an **insured production**; and
- property at a **location**,

that is necessary to supply your **location** with:

- water supply;
- communication supply;
- power supply;
- natural gas supply;
- sewage treatment; or
- **on-line access**,

services, not to exceed the applicable Limit Of Insurance for Off Premises Services shown under Production Loss in the Declarations.

We will pay such loss provided that the disruption of services:

- is not due to your failure to comply with the terms and conditions of any contract; and
- has been reported to the service provider.

---

##### Seizure Or Quarantine

We will pay for the actual **production loss** you incur due to the actual or potential impairment of an **insured production** caused by or resulting from the seizure or quarantine of **property** by order of governmental or military authority, not to exceed the Limit Of Insurance for Seizure Or Quarantine shown in the Declarations.

---

##### Strikes And Civil Protest

We will pay for the actual **production loss** you incur due to the actual or potential impairment of an **insured production** caused by or resulting from any:

- strike or other labor action; or
- civil protest,

by any person or organization that physically interferes with your access or use of a shooting location, not to exceed the applicable Limit Of Insurance for Strikes And Civil Protest shown under Production Loss in the Declarations.

# Property And Production Media

## Contract

### Production Loss Additional Coverages

#### Strikes And Civil Protest (continued)

This Production Loss Additional Coverage does not apply to:

- A. strikes or other labor actions by any person or organization:
  - 1. that is part of the film or television industry;
  - 2. employed by or under contract with a person or organization that is part of the film or television industry; or
  - 3. employed by or under contract with you; or
- B. civil protest directed at the **insured production**.

### Property Coverages

#### Props, Sets And Wardrobe

The following Property Coverages apply only if a Limit Of Insurance applicable to such Coverages is shown in the Declarations.

We will pay for direct physical loss or damage to **props, sets and wardrobe** used or to be used in an **insured production** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Props, Sets and Wardrobe shown under Property in the Declarations.

#### Production Equipment

We will pay for direct physical loss or damage to **production equipment** used or to be used in an **insured production** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Production Equipment shown under Property in the Declarations.

#### Office Contents

We will pay for direct physical loss or damage to **office contents** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Office Contents shown under Property in the Declarations.

#### Office Contents – Additional Expense

We will pay for the additional expenses you incur to move **office contents** to another location as a result of direct physical loss or damage to such **office contents** caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance for Office Contents – Additional Expense shown in the Declarations.

#### Library Stock

We will pay for direct physical loss or damage to **library stock** used or to be used in an **insured production** caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance for Library Stock shown in the Declarations.

#### Animals

We will pay for direct physical loss or damage to animals used or to be used in an **insured production** caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance for Animals shown in the Declarations.

# Property And Production Media

## Contract

### Property Coverages (continued)

#### Money And Securities

We will pay for direct physical loss or damage to **money** or **securities**:

- in the custody of an armored motor vehicle company;
- in the possession of any person authorized by you, but not while in the mail or in the custody of a carrier for hire, other than an armored motor vehicle company;
- while at a **location**;
- in a bank; or
- in a recognized place of safe deposit,

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Money And Securities shown under Property in the Declarations.

#### Preparation Of Loss Fees

We will pay the reasonable and necessary expenses we require you to incur after covered:

- direct physical loss or damage; or
- **production loss**,

to determine the extent of such loss or damage, not to exceed the applicable Limit Of Insurance for Preparation Of Loss Fees shown in the Declarations.

This Property Coverage does not apply to any expenses you incur for any:

- insurance adjuster, consultant or attorney; or
- of your subsidiaries or affiliates.

#### Attachment And Termination Of Production Media Coverage

For **production media**, coverage:

- A. begins on the effective date for Production Media Production Loss Coverage shown in the Declarations; and
- B. ends when the first of the following occurs:
  1. the date on which a protection copy has been completed and stored in an area physically separated from the original **production media**;
  2. 30 days after completion of post production;
  3. the expiration date shown in the Declarations; or
  4. the policy is cancelled.



## Property And Production Media

### Contract

The following Policy Exclusions apply to all coverages in this contract.

### Policy Exclusions

#### Disappearance

This insurance does not apply to:

- loss or damage; or
- **production loss**,

caused by or resulting from:

- disappearance; or
- shortage disclosed on taking inventory,

when there is no physical evidence to show what happened.

This Disappearance exclusion does not apply to loss or damage or **production loss** caused by or resulting from a peril not otherwise excluded.

#### Dishonesty

This insurance does not apply to:

- loss or damage; or
- **production loss**,

caused by or resulting from fraudulent, dishonest or criminal acts or omission committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishonesty exclusion does not apply to:

- A. acts of vandalism;
- B. acts committed by carriers or warehousemen for hire or anyone claiming to be a carrier or warehousemen for hire, other than:
  1. you, your partners, directors, trustees and employees;
  2. anyone performing acts coming within the scope of the usual duties of your employees; or
  3. anyone authorized to act for you; or
- C. ensuing loss or damage or **production loss** caused by or resulting from a peril not otherwise excluded.

## Property And Production Media

### Policy Exclusions

(continued)

#### Errors In Systems Programming

This insurance does not apply to:

- loss or damage; or
- **production loss**,

caused by or resulting from:

- A. errors or omissions in the development of, programming of, or instructions to:
  1. **electronic data processing property**; or
  2. a machine; or
- B. **electronic data** which is faulty, inadequate or defective for the use intended at the time of loss or damage.

This Errors In Systems Programming exclusion does not apply to:

- ensuing loss or damage or **production loss** caused by or resulting from a **specified peril**; or
- **production media**.

#### Governmental Or Military Action

This insurance does not apply to:

- loss or damage; or
- **production loss**,

caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage or **production loss**, even if such other cause or event would otherwise be covered.

This Governmental Or Military Action exclusion does not apply to:

- loss or damage or **production loss** caused by or resulting from acts of destruction ordered by governmental or military authority when taken at the time of a fire to prevent its spread, if the fire would be covered under this insurance; or
- actual **production loss** incurred as provided under the Seizure Or Quarantine Production Loss Additional Coverage.

## Property And Production Media

### Policy Exclusions

(continued)

#### Nuclear Hazard

This insurance does not apply to:

- loss or damage; or
- **production loss,**

caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage or **production loss**, even if such other cause or event would otherwise be covered.

This Nuclear Hazard exclusion does not apply to ensuing loss or damage caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### Utility Supply Failure

This insurance does not apply to:

- loss or damage; or
- **production loss,**

caused by or resulting from suspension or reduction of:

- water services;
- electrical or other power services;
- natural gas or other fuel services; or
- Internet or other communication services,

regardless of any other cause or event that:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage or **production loss**, even if such other cause or event would otherwise be covered.

This Utility Supply Failure exclusion does not apply:

- if the suspension or reduction of such services is the direct result of direct physical loss or damage caused by or resulting from a peril not otherwise excluded; or
- to ensuing loss or damage or **production loss** caused by or resulting from a **specified peril**.

## Property And Production Media

### Policy Exclusions

(continued)

#### War And Military Action

This insurance does not apply to:

- loss or damage; or
- **production loss**,

caused by or resulting from:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage or **production loss**, even if such other cause or event would otherwise be covered.

#### Production Media Exclusions

In addition to the Policy Exclusions, the following exclusions apply to **production media**:

#### Destruction

This insurance does not apply to **production loss** you incur due to direct physical loss or damage to **production media** caused by or resulting from intentional destruction of duplicate work prints or retakes.

#### Deterioration Or Decay

This insurance does not apply to **production loss** you incur due to direct physical loss or damage to **production media** caused by or resulting from deterioration or decay.

#### Errors In Judgment

This insurance does apply to **production loss** you incur due to direct physical loss or damage to **production media** caused by or resulting from errors in judgment of photography, lighting or sound.

#### Use Of Incorrect Camera

This insurance does not apply to **production loss** you incur due to direct physical loss or damage to **production media** caused by or resulting from the use of an incorrect type of:

- camera;
- lens;
- raw film; or
- tape stock.

## Property And Production Media

### Property And Production Loss Exclusions

In addition to the Policy Exclusions, the following exclusions apply to all Property and Production Loss Coverages, except for the:

- Production Media Production Loss Coverage;
- Civil Or Military Authority Production Loss Additional Coverage; or
- Money and Securities Property Coverage,

unless otherwise stated below.

### Acts Or Decisions

This insurance does not apply to:

- loss or damage; or
- **production loss,**

caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This Acts Or Decisions exclusion does not apply to ensuing loss or damage or **production loss** caused by or resulting from a peril not otherwise excluded.

### Business Errors

This insurance does not apply to:

- loss or damage; or
- **production loss,**

caused by or resulting from errors in the:

- altering;
- calibrating;
- constructing;
- developing;
- distributing;
- installing;
- manufacturing;
- maintaining;
- processing;
- repairing;
- researching; or
- testing,

of part or all of any property.

This Business Errors exclusion does not apply to:

- loss or damage that results to other covered property; or
- ensuing loss or damage or **production loss** caused by or resulting from a **specified peril.**

## Property And Production Media

### Property And Production Loss Exclusions (continued)

#### Fungus

This insurance does not apply to loss or damage or **production loss**:

- which is **fungus**;
- which is in any way attributed to the presence of **fungus**; or
- caused by or resulting from **fungus**,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage or **production loss**, even if such cause or event would otherwise be covered.

This Fungus exclusion does not apply when the presence of **fungus** results from:

- explosion;
- fire;
- leakage from fire protection equipment; or
- lightning.

#### Inherent Vice/Latent Defect

This insurance does not apply to:

- loss or damage; or
- **production loss**,

caused by or resulting from inherent vice or latent defect.

This Inherent Vice/Latent Defect exclusion does not apply to:

- loss or damage or **production loss** caused by or resulting from a **specified peril**; or
- ensuing loss or damage or **production loss** caused by or resulting from a **specified peril** or **water**.

#### Insects Or Animals

This insurance does not apply to:

- loss or damage; or
- **production loss**,

caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of any insect or other animal.

This Insects Or Animals exclusion does not apply to ensuing loss or damage or **production loss** caused by or resulting from a peril not otherwise excluded.

## Property And Production Media

### Property And Production Loss Exclusions (continued)

#### Mechanical Breakdown

This insurance does not apply to:

- loss or damage; or
- **production loss,**

caused by or resulting from mechanical breakdown.

This Mechanical Breakdown exclusion does not apply to:

- ensuing loss or damage or **production loss** caused by or resulting from fire; or
- the Mechanical Breakdown Production Loss Additional Coverage.

#### Planning, Design, Materials Or Maintenance

This insurance does not apply to:

- loss or damage; or
- **production loss,**

(including the costs of correcting or making good) caused by or resulting from any faulty, inadequate or defective:

- planning, zoning, development, surveying, site selection;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance,

of part or all of any property wherever located.

This Planning, Design, Materials Or Maintenance exclusion does not apply to ensuing loss or damage or **production loss** caused by or resulting from a peril not otherwise excluded.

#### Pollutants

This insurance does not apply to:

- loss or damage; or
- **production loss,**

caused by or resulting from the mixture of or contact between property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to:

- itself or other property;
- persons, animals or plants;
- land, water or air; or
- any other part of an environment,

## Property And Production Media

### Property And Production Loss Exclusions

#### Pollutants (continued)

either inside or outside of a building or other structure, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage or **production loss**, even if such other cause or event would otherwise be covered.

This Pollutants exclusion does not apply to:

- A. the mixture of or contact between property and **pollutants** if the mixture or contact is directly caused by or directly results from a **specified peril**;
- B. any solid, liquid or gas used to suppress fire; or
- C. **water**.

Paragraphs B. and C. do not apply to loss or damage involving:

- viruses or pathogens; or
- ammonia.

#### Wear And Tear

This insurance does not apply to:

- loss or damage; or
- **production loss**,

caused by or resulting from wear and tear or deterioration.

This Wear And Tear exclusion does not apply to ensuing loss or damage or **production loss** caused by or resulting from a **specified peril** or **water**.

### Money And Securities Exclusions

In addition to the Policy Exclusions, the following exclusions apply to **money** and **securities**.

#### Accounting

This insurance does not apply to accounting, mathematical or record-keeping errors.

#### Books And Records

This insurance does not apply to loss or damage to manuscripts, records, accounts, media, microfilm or tapes.

#### Expenses

This insurance does not apply to any fees, costs or expenses you incur or pay in:

- establishing the existence or the amount of any loss or damage; or
- prosecuting or defending any legal proceeding or claim, whether or not any such proceeding results or would result in a loss or damage covered under this insurance.



## Property And Production Media

### Money And Securities

#### Exclusions

(continued)

#### Fire To Property Of Others

This insurance does not apply to loss or damage caused by or resulting from fire to property of others that you hold as a pledge or as collateral.

#### Forgery

This insurance does not apply to loss or damage caused by or resulting from forgery.

#### Income, Interest Or Dividends

This insurance does not apply to loss of income, interest or dividends.

#### Kidnap/Ransom Or Extortion

This insurance does not apply to loss or damage caused by or resulting from kidnap/ransom or other extortion payments surrendered to any person as a result of a threat to do:

- bodily harm to any person; or
- damage to the premises or other property owned by you or held by you in any capacity.

This Kidnap/Ransom Or Extortion exclusion does not apply to **robbery of money or securities**.

#### Limits Of Insurance

Except as provided under:

- Animals;
- Library Stock;
- Office Contents - Additional Expense;
- Seizure Or Quarantine; and
- Special Limits - Props, Sets And Wardrobe Limits Of Insurance,

the most we will pay in any **occurrence** is the amount of:

- **production loss**; or
- loss or damage,

not to exceed the applicable Limit Of Insurance shown in the Declarations, regardless of whether any Coverage or Additional Coverage appears in any other contract or contracts which form a part of this policy.

#### Special Limits-Props, Sets And Wardrobe

The most we will pay in any **occurrence** for **props, sets and wardrobe** is the amount of loss or damage, not to exceed the applicable Limit Of Insurance for Props, Sets And Wardrobe shown in the Declarations, except that in the event of loss or damage to **valuable articles**, the most we will pay in any **occurrence** is:

- the applicable Limit Of Insurance for Valuable Articles shown in the Declarations; or
- \$25,000,

whichever is greater.

## Property And Production Media

### *Deductible*

Subject to the applicable Limit Of Insurance, we will pay the amount of:

- **production loss**; or
- loss or damage,

in excess of the applicable deductible amount shown in the Declarations for each **occurrence**, except as otherwise stated under Special Deductible For Mobile Communication Property.

### *Special Deductible For Mobile Communication Property*

Subject to the applicable Limit Of Insurance, we will pay the amount of direct physical loss or damage to **mobile communication property** in excess of the greater of:

- \$3,500; or
- the applicable deductible amount for Office Contents or Production Equipment shown in the Declarations,

for each **occurrence**.

### *Loss Determination For Production Loss*

In making any loss determination under this coverage, we may utilize relevant sources of information, including:

- your financial records and accounting procedures;
- bills, invoices and other vouchers,
- contracts,
- budgeting records; and
- scripts and other production documents.

### *Loss Payment Limitations*

#### *Contribution With Uninsured Event*

We will not pay for that part of any **production loss** attributable to or resulting from an uninsured cause or event, regardless of when such cause or event takes place.

#### *Contract Terms*

We will not pay for any **production loss** you incur, unless the contract terms for:

- performance services; or
- use of facilities, property, equipment and supplies,

applicable to an **insured production** are sufficiently longer than your original scheduled time for completion of such **insured production** in order to allow a reasonable margin of time to cover possible delay in completing such **insured production**.

## Property And Production Media

### Loss Payment Limitations (continued)

#### Electronic Data

We will not pay for any:

- loss or damage to **electronic data**; or
- **production loss** caused by or resulting from loss or damage to **electronic data**, caused by or resulting from **malicious programming**, regardless of any other cause or event that directly or indirectly:
  - contributes concurrently to; or
  - contributes in any sequence to,the loss or damage or **production loss**, even if such other cause or event would otherwise be covered.

#### Expected Or Intended Losses

We will not pay for that part of any:

- loss or damage; or
- **production loss**, arising from an act or decision (including the failure to act or decide):
  - by you;
  - at your direction; or
  - with your knowledge,if such loss or damage or **production loss** is:
  - intended by you;
  - reasonably expected to result from **insured production** activities; or
  - otherwise reasonably expected to result from the act or decision.

#### Exposed Production Media

You will use your best efforts to view **production media** on a daily basis. We will not pay for any **production loss** you incur attributable to **production media** that you expose more than five days after the last time you viewed exposed **production media**.

For the purposes of this Loss Payment Limitation, the terms “view” or “viewed” shall mean in a manner adequate to identify defects.

#### Library Or Other Stock

We will not pay for any **production loss** caused by or resulting from direct physical loss or damage to:

- **library stock**;
- back-up tape;
- cut-outs; or
- unused footage.

## Property And Production Media

### Loss Payment Limitations (continued)

#### Payment Made By Others (Money And Securities)

We will deduct from any payment we make for loss or damage to **money** or **securities** the amount you recover from:

- any contract you have with an armored vehicle company;
- insurance carried by an armored vehicle company; and
- insurance carried by others.

#### Stop Date Loss

We will not pay for:

- that part of any **stop date loss** caused by or resulting from any cause or event, other than covered direct physical loss or damage to **production media** or **property**; and
- any **stop date loss** when the performance contract term between you and any **declared person** or an **undeclared person** is not at least 10 days longer than your original scheduled time for completing Principal Photography.

#### Suitable Duplicates

We will not pay for any costs you incur to recreate source material or the information contained in **production media** if:

- such **production media** was lost or damaged prior to creation of a protection copy; and
- you did not retain the source material.

#### Tenant's Improvements And Betterments

We will not pay for that part of any lost or damaged **tenant's improvements and betterments** which is paid by others.

#### Travel And Transportation

We will not pay for any **production loss** you incur due to delay in transit of any **property** or **production media**.

#### Working Equipment

We will not pay for that part of any **production loss** attributable to:

- camera or sound equipment; or
- **production media**,

that you have not fully tested for soundness prior to commencement of Principal Photography.

The sworn proof of loss required pursuant to the Loss Payment condition of this policy shall include evidence of testing. You shall bear the burden of proof with respect to any dispute over your compliance with this requirement.

## Property And Production Media

### Loss Payment Basis For Property

The following Loss Payment Basis For Property provisions apply to all property coverages contained within this contract, except as otherwise stated.

Subject to the applicable Limit Of Insurance shown in the Declarations:

- A. covered property, except motor vehicles, is valued on a replacement cost basis as described below, unless:
  - 1. the Loss Payment Basis shown in the Declarations is Actual Cash Value; or
  - 2. otherwise stated under Loss Payment Basis Exceptions For Property; and
- B. motor vehicles are valued on an actual cash value basis as described below.

### Our Loss Payment Options

In the event of loss or damage covered by this insurance, at our option we will either:

- pay the covered value of the lost or damaged covered property;
- pay the cost of repairing or replacing the lost or damaged covered property plus any reduction in value of the repaired item;
- take all or any part of the covered property at an agreed or appraised value; or
- repair or replace the covered property with other such property of comparable material and quality.

### Replacement Cost Basis

Lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage, but not more than you actually spend to repair or replace such property. There is no deduction for physical deterioration or depreciation.

If you replace the lost or damaged covered property, the valuation will include customs duties incurred.

If you do not repair or replace the covered property, we will only pay as provided under Actual Cash Value Basis.

Payment under the Replacement Cost Basis will not be made until the completion of the repairs or the replacement of the covered property.

### Actual Cash Value Basis

If the Loss Payment Basis shown in the Declarations is actual cash value, lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- physical depreciation;
- obsolescence; and
- depletion.

Motor vehicles is valued on an actual cash value basis as described above.

## Property And Production Media

### Loss Payment Basis Exceptions For Property

#### Animals

Animals are valued at the cost to replace with the same type of animal, unless otherwise scheduled with a stipulated amount.

#### Covered Property Of Others

Covered property not owned by you is valued on the same basis as your covered property, subject to all other exceptions described under Loss Payment Basis Exceptions For Property, but we will not pay more than the amount for which you are contractually liable.

#### Library Stock

**Library stock** is valued based on the cost of copying the **library stock** from a duplicate source. If **library stock** is not copied, the value is based on the cost of blank materials.

#### Money

**Money** is valued based on:

- the face value of United States or Canadian currency if the loss involves United States or Canadian currency; or
- the United States dollar value of a foreign currency based on the free currency rate of exchange in effect on the day any loss involving foreign currency is discovered.

If the loss occurs before the **money** has been counted and recorded by you, the value of the **money** will not exceed the amount that is reasonably estimated and satisfactory to us.

#### Nuclear Hazard

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions For Property.

#### Securities

**Securities** are valued based on the lesser of the following:

- the actual market value of the **securities** at the end of the last business day before the loss is discovered; or
- the actual cost of replacing the **securities** on the day loss payment is made.

Property of others that you hold as a pledge or as collateral for a loan is valued at:

- actual cash value at the time you made the loan; or
- the amount of the loan that remains unpaid at the time of loss, plus accrued interest on that amount at legal interest rates.

## ***Property And Production Media***

### ***Conditions (Including Coverage Territory)***

The conditions applicable to this contract are contained in the Conditions, Definitions And Abandonment Provision form included in this policy.

---

### ***Definitions***

The definitions applicable to this contract are contained in the Conditions, Definitions And Abandonment Provision form included in this policy.

SPECIMEN

***Inland Marine Insurance******Film Producers Risk  
Impairment Of Computer Services –  
Malicious Programming******Table Of Contents***

<b><i>Section</i></b>	<b><i>Page No.</i></b>
<b><i>Coverages</i></b>	<b><i>3</i></b>
<b><i>Policy Exclusions</i></b>	<b><i>3</i></b>
<b><i>Limits Of Insurance</i></b>	<b><i>5</i></b>
<b><i>Deductible</i></b>	<b><i>5</i></b>
<b><i>Loss Determination</i></b>	<b><i>5</i></b>
<b><i>Loss Payment Limitations</i></b>	<b><i>6</i></b>
<b><i>Conditions (Including Coverage Territory)</i></b>	<b><i>6</i></b>
<b><i>Additional Condition</i></b>	<b><i>6</i></b>
<b><i>Definitions</i></b>	<b><i>6</i></b>
<b><i>Additional Definitions</i></b>	<b><i>7</i></b>



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# ***Impairment Of Computer Services – Malicious Programming***

## ***Contract***

Words and phrases that appear in **bold** print have special meanings and are defined in the Conditions, Definitions And Abandonment Provision form included in this policy and the Additional Definitions section of this contract.

Throughout this contract, the words, “you” and “your” refer to the Named Insured shown in the Declarations of this policy. The words “we”, “us” and “our” refer to the company providing this insurance.

---

## ***Coverages***

### ***Impairment Of Computer Services – Inside Attack***

We will pay for the actual:

- **electronic data recovery costs;** and
- **production loss,**

you incur due to the actual or potential impairment of an **insured production**, not to exceed the applicable Limit Of Insurance for Impairment Of Computer Services – Inside Attack shown in the Declarations.

This actual or potential impairment of an **insured production** must be caused by or result from actual loss to **electronic data** or a **system** due to **malicious programming** by an **insider**, unless an exclusion applies.

---

### ***Impairment Of Computer Services – Outside Attack***

We will pay for the actual:

- **electronic data recovery costs;** and
- **production loss,**

you incur due to the actual or potential impairment of an **insured production**, not to exceed the applicable Limit Of Insurance for Impairment Of Computer Services – Outside Attack shown in the Declarations.

This actual or potential impairment of an **insured production** must be caused by or result from actual loss to **electronic data** or a **system** due to **malicious programming** by an **outsider**, unless an exclusion applies.

---

## ***Policy Exclusions***

The following Policy Exclusions apply to all coverages provided in this contract.

### ***Dishonesty***

This insurance does not apply to loss caused by or resulting from fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

---

## ***Policy Exclusions***

### ***Dishonesty (continued)***

This Dishonesty exclusion does not apply to **malicious programming** by an **insider**.

---

### ***Governmental Or Military Action***

This insurance does not apply to loss caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss, even if such other cause or event would otherwise be covered.

---

### ***Nuclear Hazard***

This insurance does not apply to loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss, even if such other cause or event would otherwise be covered.

---

### ***Random Or Multiple Attack***

This insurance does not apply to loss caused by or resulting from any **malicious programming** which:

- is not specifically directed at a **system**;
- is designed or intended to affect more than one computer system or network; or
- actually affects more than one computer system or network.

This Random Or Multiple Attack exclusion does not apply to **malicious programming** by an **outsider**.

---

### ***War And Military Action***

This insurance does not apply to loss caused by or resulting from:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or

# Impairment Of Computer Services - Malicious Programming

## Policy Exclusions

### War And Military Action (continued)

- contributes in any sequence to,  
the loss, even if such other cause or event would otherwise be covered.

---

## Limits Of Insurance

### Impairment Of Computer Services – Insider

The most we will pay in any **occurrence** for the sum of **electronic data recovery costs** and **production loss** due to **malicious programming** by an **insider**, is the Limit Of Insurance for Impairment Of Computer Services – Inside Attack shown in the Declarations.

---

### Impairment Of Computer Services – Outsider

The most we will pay in any **occurrence** for the sum of **electronic data recovery costs** and **production loss** due to **malicious programming** by an **outsider**, is the Limit Of Insurance for Impairment Of Computer Services – Outside Attack shown in the Declarations.

Subject to the Limit Of Insurance for Impairment Of Computer Services – Outside Attack, the most we will pay for the sum of all **electronic data recovery costs** and **production loss** due to **malicious programming** by an **outsider** that occurs during each separate 12-month policy period, is the Aggregate Limit Of Insurance for Impairment Of Computer Services – Outside Attack shown in the Declarations.

---

## Deductible

Subject to the applicable Limit Of Insurance, we will pay the amount of **electronic data recovery costs** in excess of the applicable deductible amount shown in the Declarations for each **occurrence**.

If two or more deductibles apply to the same **occurrence**, only the largest single deductible will apply, unless otherwise stated.

---

## Loss Determination

In making any loss determination under this contract, we may utilize relevant sources of information, including:

- your financial records and accounting procedures;
  - bills, invoices and other vouchers;
  - contracts;
  - budgeting records; and
  - scripts and other production documents.
-

---

## **Loss Payment Limitations**

### *Contributing Physical Loss Or Damage*

We will not pay for any **production loss** caused by or resulting from **malicious programming** if direct physical loss or damage:

- contributes concurrently to, or
  - contributes in any sequence to,
- such **production loss**.

---

### *Extortion*

We will not pay that part of any **production loss** you incur to respond to extortion or other similar threat.

---

### *Loss Of Market*

We will not pay for any loss that results from loss of market, loss of use or delay.

---

### *Conditions (Including Coverage Territory)*

The conditions applicable to this contract are contained in the Conditions, Definitions And Abandonment Provision form included in this policy. Any additional conditions are contained in the Additional Condition section of this contract.

---

## **Additional Condition**

### *System Security*

If a **system** is protected by **security software**, you are required to maintain and, as necessary, upgrade (at your own cost) such software so that it provides a technologically credible level of security.

We will not pay for any loss caused by **malicious programming** if, prior to the **malicious programming**, you:

- knew of any defect or deficiency in the **security software** and failed to correct it;
- failed to maintain the **security software** in complete working order; or
- knew of any technologically credible upgrades to the **security software** that could have prevented the **malicious programming**, and failed to make them.

---

### *Definitions*

The definitions applicable to this contract are contained in the Conditions, Definitions And Abandonment Provision form included in this policy. Any additional definitions are shown in the Additional Definitions section of this contract.

---

# *Impairment Of Computer Services - Malicious Programming*

## *Additional Definitions*

### *Electronic Data Recovery Costs*

**Electronic data recovery costs** means the reasonable and necessary costs you incur to:

- copy, re-create, replace or retrieve **electronic data** you own or use, or which resides on a system you own or lease; and
- restore a system you own or lease to the functionality that existed prior to the **malicious programming**.

**Electronic data recovery costs** does not include the cost to repair or replace **electronic data processing equipment** or **communication property** which suffers direct physical loss or damage.

---

### *Insider*

**Insider** means a person, organization or computer you have expressly authorized to access a **system**.

---

### *Outsider*

**Outsider** means a person, organization or computer not authorized to access a **system**.

---

### *Security Software*

**Security software** means software or other computer applications or programming principally designed to detect, prevent or mitigate **malicious programming**.

# *Inland Marine Insurance*

## *Premium Summary*

*Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, NJ 07059*

*Named Insured and Mailing Address*

*Policy Number*

*Effective Date*

*Issued by the stock insurance company  
indicated below, herein called the company.*

*Producer No.*

*Incorporated under the laws of*

*Producer*

---

### *Policy Period*

From: To:  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

---

### *Premium Payment*

The First Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

---

### *Estimated Premiums*

Premiums shown in this summary with an asterisk (\*) are estimated premiums and are subject to audit.

For each audit period we will compute the earned premium for that period based on our audit. If as a result of our audit additional premiums are due, they are payable upon notice to the First Named Insured. If the premium paid is greater than the earned premium, we will return the excess to the first Named Insured. The audit period will be determined by the company and will be that period of time which we deem appropriate for adjustment of those policy premiums which are subject to audit. The first Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

**Premium Summary**  
(continued)

<u>Exposure Basis</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>	*
Gross Insurable Production Cost				
Net Insurable Production Cost				
Gross Billable				
Other				

**Payment Plan**

This policy premium is being billed as follows. The amounts shown are due and payable as of the dates shown below:

<u>Date Payment Due</u>	<u>Amount Due</u>
-------------------------	-------------------



***Inland Marine Insurance  
Film Producers Risk***

***Declarations***

*Named Insured and Mailing Address*

***Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, NJ 07059***

*Policy Number*

*Effective Date*

*Issued by the stock insurance company  
indicated below, herein called the  
company.*

*Producer No.*

*Incorporated under the laws of*

*Producer*

---

***Policy Period***

***From:*** 12:01 A.M. standard time at the Named Insured's mailing address shown above.  
***To:***

---

***Limits Of Insurance And Deductibles***

Insurance is afforded only with respect to those coverages for which a Limit Of Insurance is indicated below.

---

<b><i>Insured Production:</i></b>	<b><i>Limit Of Insurance</i></b>	<b><i>Deductible</i></b>
-----------------------------------	----------------------------------	--------------------------

<b><i>Title Of Production:</i></b>		
------------------------------------	--	--

***Coverages***

***Cast***

Declared Person

Immediate Family Member

Unknown Pregnancy

***Production Loss***

Production Media

Media Perils

Damage To Property

---

**Coverages**

(continued)

**Limit Of Insurance****Deductible**

Civil Or Military Authority

Imminent Peril

Ingress And Egress

Off Premises Services

Strikes And Civil Protest

Operator Error – Production Media

**Property**

Props, Sets And Wardrobe

Loss Payment Basis: Actual Cash Value

Production Equipment

Loss Payment Basis: Actual Cash Value

Office Contents

Loss Payment Basis: Actual Cash Value

Money And Securities

Valuable Articles

Agency And Talent Reshoot Costs

Preparation Of Loss Fees

**Care, Custody Or Control Legal****Liability**

Care, Custody Or Control Legal Liability – Property

Damage

Care, Custody Or Control Legal Liability – Loss Of Use

# *Inland Marine Insurance*

## *Declarations*

*Effective Date*

*Policy Number*

---

	<i>Limit Of Insurance</i>	<i>Deductible</i>
<b><i>Insured Production:</i></b>		
<b><i>Title Of Production:</i></b>		
<b><i>Coverages</i></b>		
<b><i>Cast</i></b>		
Declared Person		
Immediate Family Member		
Unknown Pregnancy		
<b><i>Production Loss</i></b>		
Production Media		
Media Perils		
Damage To Property		
Civil Or Military Authority		
Imminent Peril		
Ingress And Egress		
Off Premises Services		
Strikes And Civil Protest		
Operator Error – Production Media		
<b><i>Property</i></b>		
Props, Sets And Wardrobe		
Loss Payment Basis: Actual Cash Value		
Production Equipment		
Loss Payment Basis: Actual Cash Value		
Office Contents		
Loss Payment Basis: Actual Cash Value		
Money And Securities		
Valuable Articles		
Agency And Talent Reshoot Costs		
Preparation Of Loss Fees		
<b><i>Care, Custody Or Control Legal Liability</i></b>		
Care, Custody Or Control Legal Liability – Property		
Damage		
Care, Custody Or Control Legal Liability – Loss Of Use		

***Insured Production:******Type Of Production:******Coverages******Cast***

Declared Person

Immediate Family Member

Unknown Pregnancy

***Production Loss***

Production Media

Media Perils

Damage To Property

Civil Or Military Authority

Imminent Peril

Ingress And Egress

Off Premises Services

Strikes And Civil Protest

Operator Error – Production Media

***Property***

Props, Sets And Wardrobe

Loss Payment Basis: Actual Cash Value

Production Equipment

Loss Payment Basis: Actual Cash Value

Office Contents

Loss Payment Basis: Actual Cash Value

Money And Securities

Valuable Articles

Agency And Talent Reshoot Costs

Preparation Of Loss Fees

***Care, Custody Or Control Legal Liability***Care, Custody Or Control Legal Liability – Property  
Damage

Care, Custody Or Control Legal Liability – Loss Of Use

# *Inland Marine Insurance*

## *Declarations*

*Effective Date*

*Policy Number*

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	<i>Limit Of Insurance</i>	<i>Deductible</i>
<b><i>Insured Production:</i></b>		
<b><i>Type Of Production:</i></b>		
<b><i>Coverages</i></b>		
<b><i>Cast</i></b>		
Declared Person		
Immediate Family Member		
Unknown Pregnancy		
<b><i>Production Loss</i></b>		
Production Media		
Media Perils		
Damage To Property		
Civil Or Military Authority		
Imminent Peril		
Ingress And Egress		
Off Premises Services		
Strikes And Civil Protest		
Operator Error – Production Media		
<b><i>Property</i></b>		
Props, Sets And Wardrobe		
Loss Payment Basis: Actual Cash Value		
Production Equipment		
Loss Payment Basis: Actual Cash Value		
Office Contents		
Loss Payment Basis: Actual Cash Value		
Money And Securities		
Valuable Articles		
Agency And Talent Reshoot Costs		
Preparation Of Loss Fees		
<b><i>Care, Custody Or Control Legal Liability</i></b>		
Care, Custody Or Control Legal Liability – Property		
Damage		
Care, Custody Or Control Legal Liability – Loss Of Use		

***Insured Production:******Type Of Production:******Coverages******Cast***

Declared Person

Immediate Family Member

Unknown Pregnancy

***Production Loss***

Production Media

Media Perils

Damage To Property

Civil Or Military Authority

Imminent Peril

Ingress And Egress

Off Premises Services

Strikes And Civil Protest

Operator Error – Production Media

***Property***

Props, Sets And Wardrobe

Loss Payment Basis: Actual Cash Value

Production Equipment

Loss Payment Basis: Actual Cash Value

Office Contents

Loss Payment Basis: Actual Cash Value

Money And Securities

Valuable Articles

Agency And Talent Reshoot Costs

Preparation Of Loss Fees

***Care, Custody Or Control Legal******Liability***

Care, Custody Or Control Legal Liability – Property

Damage

Care, Custody Or Control Legal Liability – Loss Of Use

## *Inland Marine Insurance*

### *Declarations*

*Effective Date*

*Policy Number*

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#### ***Coverages*** *(continued)*

***Limit Of Insurance***

***Deductible***

#### ***Impairment Of Computer Services – Malicious Programming***

Impairment Of Computer Services - Inside Attack

Impairment Of Computer Services – Outside Attack –  
Per Occurrence

Impairment Of Computer Services – Outside Attack –  
Annual Aggregate

***Inland Marine Insurance  
Film Producers Risk***

***Supplementary Declarations***

***Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, NJ 07059***

*Named Insured and Mailing Address*

*Policy Number*

*Effective Date*

*Issued by the stock insurance company  
indicated below, herein called the  
company.*

*Producer No.*

*Incorporated under the laws of*

*Producer*

---

***Policy Period***

**From:** 12:01 A.M. standard time at the Named Insured's mailing address. **To:**

---

***Film Producers \$100,000 Blanket Policy Aggregate Limit Of Insurance***

The Blanket Policy Aggregate Limit Of Insurance shown above:

- applies only for the Coverages shown below;
- is the most we will pay for all coverages shown below during the policy period, regardless of the number of **insured productions** under this policy; and
- applies in excess of \$2,500 for each **occurrence**.

At time of loss, the first Named Insured may elect to apportion this Blanket Policy Aggregate Limit Of Insurance to one or any combination of the Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Policy Aggregate Limit Of Insurance shown above during the policy period, beginning with the effective date shown in the Declarations, regardless of the number of **insured productions** under this policy.

---



---

***Coverages Included In the Blanket Limit Of Insurance:***

*LIBRARY STOCK*

*CARE, CUSTODY OR CONTROL LEGAL LIABILITY – LIVING QUARTERS*

*ANIMALS*

*UNDECLARED PERSON*

*OFFICE CONTENTS - ADDITIONAL EXPENSE*

*SEIZURE OR QUARANTINE*

***Inland Marine Insurance  
Film Producers Risk***

***Cast Insurance Schedule***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name Of Company*

*Date Issued*

---

***Insured Production:***

***Essential Elements:***

---

***Declared Person:***

*Effective Date (Accident Only):*

*Effective Date (Full Coverage):*

*Special Limitations:*

---

***Declared Person:***

*Effective Date (Accident Only):*

*Effective Date (Full Coverage):*

*Special Limitations:*

---

***Declared Person:***

*Effective Date (Accident Only):*

*Effective Date (Full Coverage):*

*Special Limitations:*

---

***Declared Person:***

*Effective Date (Accident Only):*

*Effective Date (Full Coverage):*

*Special Limitations:*

---

***Declared Person:***

*Effective Date (Accident Only):*

*Effective Date (Full Coverage):*

*Special Limitations:*

---

***Declared Person:***

*Effective Date (Accident Only):*

*Effective Date (Full Coverage):*

*Special Limitations:*

---

***Declared Person:***

*Effective Date (Accident Only):*

*Effective Date (Full Coverage):*

*Special Limitations:*

---

***Declared Person:***

*Effective Date (Accident Only):*

*Effective Date (Full Coverage):*

*Special Limitations:*

---

***Inland Marine Insurance  
Film Producers Risk***

***Supplementary Declarations***

***Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, NJ 07059***

*Named Insured and Mailing Address*

*Policy Number*

*Effective Date*

*Issued by the stock insurance company  
indicated below, herein called the  
company.*

*Producer No.*

*Incorporated under the laws of*

*Producer*

---

***Policy Period***

From: To:  
12:01 A.M. standard time at the Named Insured's mailing address.

---

***Film Producers \$100,000 Blanket Policy Aggregate Limit Of Insurance***

The Blanket Policy Aggregate Limit Of Insurance shown above:

- applies only for the Coverages shown below;
- is the most we will pay for all coverages shown below during the policy period, regardless of the number of **insured productions** under this policy; and
- applies in excess of \$2,500 for each **occurrence**.

At time of loss, the first Named Insured may elect to apportion this Blanket Policy Aggregate Limit Of Insurance to one or any combination of the Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Policy Aggregate Limit Of Insurance shown above during the policy period, beginning with the effective date shown in the Declarations, regardless of the number of **insured productions** under this policy.

---

---

***Coverages Included In the Blanket Limit Of Insurance:***

*LIBRARY STOCK*

*CARE, CUSTODY OR CONTROL LEGAL LIABILITY – LIVING QUARTERS*

*ANIMALS*

*OFFICE CONTENTS - ADDITIONAL EXPENSE*

*SEIZURE OR QUARANTINE*

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

Under Property Coverages, the following is added:

### *Property Coverages*

#### *Agency And Talent Re-shoot Costs*

We will pay for the actual additional costs incurred by others and for which you are contractually liable to pay for talent, services or facilities due to the re-shooting or rescheduling of an **insured production** because of any loss or damage covered under this policy, not to exceed the applicable Limit Of Insurance for Agency And Talent Re-shoot Costs shown under Property in the Declarations.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

Under Production Loss Additional Coverages, the following is added:

### *Production Loss Additional Coverages*

*Operator Error –  
Production Media*

We will pay for the actual **production loss** you incur due to direct physical loss or damage to **production media** used or to be used in an **insured production** caused by or resulting from errors in judgment of photography, lighting or sound, not to exceed the applicable Limit Of Insurance for Operator Error – Production Media shown under Production Loss in the Declarations.

---

Under Production Media Exclusions, Errors In Judgment is deleted and replaced by the following:

***Production Media  
Exclusions***

*Errors In Judgment*

This insurance does not apply to **production loss** you incur due to direct physical loss or damage to **production media** caused by or resulting from errors in judgment of photography, lighting or sound, except as provided for in the Operator Error – Production Media Production Loss Additional Coverage.

All other terms and conditions remain unchanged.

*Authorized Representative*

---



# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

Under Additional Coverages, the following is added:

### *Additional Coverages*

#### *Unknown Pregnancy*

We will pay for the actual **production loss** you incur caused by or resulting from the inability of a **declared person** to commence, continue or complete their duties or performances in an **insured production** as a result of:

- pregnancy;
- child birth; or
- any conditions related to pregnancy or child birth,

if such **declared person** had no knowledge of her pregnancy prior to loss, not to exceed the applicable Limit of Insurance for Unknown Pregnancy shown under Cast in the Declarations.

---

---

Under Definitions, Covered Cause Of Loss is deleted and replaced with the following:

## ***Definitions***

### ***Covered Cause Of Loss***

**Covered cause of loss** means:

- death;
- injury;
- sickness;
- kidnap; or
- compulsion by physical force or threat of physical force.

**Covered cause of loss** does not mean:

- A. death or injury caused by or resulting from taking part in:
  - 1. flying, other than as a passenger; or
  - 2. any stunt or hazardous special effect without our written consent;
- B. pregnancy, childbirth, or any conditions related to pregnancy or childbirth, except as provided under the Unknown Pregnancy Additional Coverage; or
- C. death, injury or sickness to the extent a special limitation shown in:
  - 1. the Cast Insurance Schedule; or
  - 2. an endorsement,applies to a **declared person**.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

Under Definitions, the definitions of Declared Person and Undeclared Person are deleted and replaced with the following:

### *Definitions*

#### *Declared Person*

**Declared person** means any individual listed on the Cast Insurance Schedule.

**Declared person** does not mean an individual who is under the age of 7 years who contracts any of the following conditions:

- tonsillitis;
- scarlet fever;
- mumps;
- chicken pox;
- measles, including German measles;
- whooping cough; or
- diphtheria.

---

## ***Definitions***

### ***Undeclared Person***

**Undeclared person** means any member of your cast or crew that is not a **declared person**.

**Undeclared person** does not mean an individual who is under the age of 7 years who contracts any of the following conditions:

- tonsillitis;
- scarlet fever;
- mumps;
- chicken pox;
- measles, including German measles;
- whooping cough; or
- diphtheria.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

Under Definitions, the definition of Undeclared Person is deleted and replaced with the following:

### *Definitions*

#### *Undeclared Person*

**Undeclared person** means any member of your cast or crew that is not a **declared person**.

**Undeclared person** does not mean an individual who is:

- over the age of 75 years; or
- under the age of 7 years.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

Under Definitions, the definition of Production Costs is deleted and replaced with the following:

### *Definitions*

#### *Production Costs*

**Production costs** means all costs directly chargeable to an **insured production**, including overhead charges included in the budget for the **insured production**, but not including:

- A. the cost of:
  - 1. underlying rights and materials;
  - 2. permanent sets, owned wardrobe or owned equipment; or
  - 3. premiums paid for this insurance;
- B. interest and charges on production loans; or

---

## ***Definitions***

*Production Costs*  
(continued)

- C. fees for services rendered that are owed by, or payable to:
1. you; or
  2. any partner, officer or corporate director.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

If your policy:

- does not contain a section titled Terrorism Provisions, the following is added to the end of this contract; or
- contains a section titled Terrorism Provisions, then the Terrorism Provisions section is deleted and replaced with the following:

### *Terrorism Provisions*

#### *Terrorism Exclusion*

This insurance does not apply to:

- loss or damage; or
- **production loss,**

caused by or resulting from:

- **terrorism;** or
- action in hindering or defending against an actual or expected incident of **terrorism,** regardless of any other cause or event that directly or indirectly:
- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage or **production loss,** even if such other cause or event would otherwise be covered.



---

## ***Terrorism Provisions***

### ***Terrorism Exclusion (continued)***

Regardless of the amount of loss or damage, this Terrorism exclusion applies to any incident of **terrorism** that involves:

- nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- pathogenic or poisonous biological or chemical materials.

Except as provided for above, this Terrorism exclusion will only apply to an incident of **terrorism** in which the total of insured loss or damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000.

In determining whether the \$25,000,000 threshold is exceeded, we will include all insured loss or damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the lost or damaged property. For the purpose of this provision, insured loss or damage means loss or damage that is covered by any insurance, plus loss or damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

The preceding paragraph describes the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether the Terrorism exclusion will apply to that incident.

This Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

### ***Ensuing Fire Loss Payment Basis Exception***

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from **terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions For Property.

---

If your policy:

- does not contain a section titled Terrorism Definitions, the following is added; or
- contains a section titled Terrorism Definitions, then the Terrorism Definitions section is deleted and replaced with the following:

## ***Terrorism Definitions***

### ***Terrorism***

**Terrorism** means activities against persons, organizations or property of any nature:

- A. that involve the following or preparation for the following:
1. use or threat of force or violence;
  2. commission or threat of a dangerous act; or
  3. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

# *Inland Marine Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

---

### ***Terrorism Definitions***

*Terrorism*  
*(continued)*

B. when one or both of the following applies:

1. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
2. it appears from the standpoint of a reasonable person that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract.

### *Terrorism Provisions*

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to:

- loss or damage; or
- **production loss,**

caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage or **production loss**.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property; and

## ***Terrorism Provisions***

### ***Certified Act Of Terrorism Exclusion (continued)***

- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

### ***Ensuing Fire Loss Payment Basis Exception***

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions For Property.

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

With respect to fire resulting from any one, or more than one, **certified act of terrorism** under the **terrorism law**, we will not pay any amount for which we are not responsible pursuant to the terms of the **terrorism law** (including any subsequent action of Congress pursuant to the **terrorism law**) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

## ***Terrorism Definitions***

A new section titled Terrorism Definitions is added.

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the United States.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

# *Inland Marine Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

---

### ***Terrorism Definitions***

*(continued)*

*State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

*Terrorism Law*

**Terrorism law** means the “Terrorism Risk Insurance Act of 2002” (Pub.L.107-297) of the United States of America.

---

*United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

## ***Film Producers***

### ***Schedule of Loss Payees***

***Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, NJ 07059***

*Named Insured and Mailing Address*

*Policy Number*

*Effective Date*

*Issued by the stock insurance company  
indicated below, herein called the company.*

*Producer No.*

*Incorporated under the laws of*

*Producer*

---

#### ***Policy Period***

**From:**

**To:**

12:01 A.M. standard time at the Named Insured's mailing address shown above.

---

#### **SCHEDULE**

# ***Inland Marine Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

The following changes are made as respects exposures in the state of Arkansas.

Under Conditions, the provision titled Cancellation is deleted and replaced by the following:

### ***Conditions***

#### ***Cancellation***

If the first named insured cancels this policy, we will retain no less than \$100 of the premium.

If this policy has been in effect for more than 60 days, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- A. nonpayment of premium;
- B. fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- C. the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- D. violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increase any hazard insured against under the policy;
- E. nonpayment of membership dues in those cases where our by-laws, agreement or other legal instruments require payment as a condition of the insurance and maintenance of the policy; or
- F. a material violation of a material provision of the policy.

---

## **Conditions**

### ***Cancellation (continued)***

If we cancel for nonpayment of premium we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first named insured and any lien holder or loss payee named in the policy at least 20 days before the effective date of cancellation.

If we cancel for any other reason, we will mail or deliver notice of cancellation to the first named insured and any lien holder or loss payee named in the policy at least 60 days prior to the effective date of cancellation.

Should we decide to cancel or not renew this policy and should this policy provide coverage on a claims – made basis, our notice of cancellation or nonrenewal will include a provision that advises you of the availability of, premium for and importance of purchasing the supplemental extended reporting period endorsement described in this policy.

---

Under Conditions, the following provision is added:

## **Conditions**

### ***Multi-year Policies***

We may issue this policy for a term in excess of twelve months. We will adjust the premium on an annual basis in accordance with our rates and rules.

All other terms and conditions remain unchanged.

*Authorized Representative*

---



# ***Inland Marine Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

This Endorsement applies to the following forms:

CONDITIONS, DEFINITIONS AND ABANDONMENT

The following changes are made as respects exposures in the state of Arkansas.

Under Conditions, the provision titled Appraisal is deleted and replaced by the following:

### ***Conditions***

#### ***Appraisal***

If we and you do not agree on the amount of the loss, either may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, you will select and pay a competent and impartial appraiser; we will select and pay a competent and impartial appraiser. If the two appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will state the amount of net income and operating expense, the value of the property and the amount of the loss. If the appraisers do not agree, they will submit their statements to the umpire. A decision of the arbitrators will not be binding on either you or us.

We and you will equally share any other appraisal expenses and the expense of the umpire.

Even though we may submit to any appraisal, we will retain our right to deny the claim.

---

## ***Conditions***

*Appraisal  
(continued)*

Each party will:

- 1) Pay its chosen appraiser; and
- 2) Bear the other expenses of the appraisal and umpire equally.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

*SERFF Tracking Number:* CHUB-125326128

*State:* Arkansas

*Filing Company:* Chubb National Insurance Company

*State Tracking Number:* AR-PC-07-026491

*Company Tracking Number:* 07-CIM-5-F

*TOI:* 09.0 Inland Marine

*Sub-TOI:* 09.0005 Other Commercial Inland Marine

*Product Name:* Film Producer's Risk Program

*Project Name/Number:* /

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125326128

State: Arkansas

Filing Company: Chubb National Insurance Company

State Tracking Number: AR-PC-07-026491

Company Tracking Number: 07-CIM-5-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Film Producer's Risk Program

Project Name/Number: /

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	11/01/2007
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**Comments:**

**Attachment:**

AR\_transF.pdf

<b>Satisfied -Name:</b>	Explanatory Memorandum	<b>Review Status:</b>	Approved	11/01/2007
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**Comments:**

**Attachment:**

AR\_Forms EM.pdf

<b>Satisfied -Name:</b>	Response Letter	<b>Review Status:</b>	Approved	12/13/2007
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**Comments:**

Response to your objection letter dated 11/1/07.

**Attachments:**

Form 10-02-1827\_1207.pdf

Form 10-02-1735\_0607\_P11.pdf

AR-Response.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	Chubb Group of Insurance Companies				<b>Group NAIC #</b>	038
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Chubb National Insurance Company	Indiana	10052	22-3253301			

<b>5. Company Tracking Number</b>	07-CIM-5-F
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jane G. Gutman 202 Hall's Mill Rd P.O. Box 1650 Whitehouse Station, NJ 08889-1650	Manager, Specialty Lines Division	908-572-4422	908-572-4820	jgutman@chubb.com
<b>7.</b>	Signature of authorized filer		<i>Jane G. Gutman</i>		
<b>8.</b>	Please print name of authorized filer		Jane G. Gutman		

## Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	Comm'l Inland Marine 090	
<b>10. Sub-Type of Insurance (Sub-TOI)</b>		
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>		
<b>12. Company Program Title (Marketing title)</b>	Film Producer's Risk Program	
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)	
<b>14. Effective Date(s) Requested</b>	New: March 1, 2008	Renewal:
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>16. Reference Organization (if applicable)</b>		
<b>17. Reference Organization # &amp; Title</b>		
<b>18. Company's Date of Filing</b>	October 22, 2007	
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	07-CIM-5-F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Enclosed for filing is a set of forms for our Inland Marine Program for Film Producers Risks. The program was designed specifically for risks involved in the production of feature films, television movies and other types of television programs, commercial, documentaries, animation productions, any other type of film or video production.

In order to facilitate your review of this filing, we have included the following:

- Forms Explanatory Memorandum
- Filing Fees and State Forms where applicable.

Your approval will be appreciated for policies effective on and after March 1, 2008.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: 00365275**  
**Amount: \$50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## FORM FILING SCHEDULE - Arkansas

(This form must be provided ONLY when making a filing that includes forms)  
(Do not refer to the body of the filing for the forms listing unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>07-CIM-5-F</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>07-CIM-3-RR</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
1.	Premium Bill	10-02-0841 (Rev. 1-06)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
2.	How To Report A Loss	04-02-0855 (Ed. 9-95)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
3.	Common Policy Conditions	04-02-0856 (Ed. 9-95)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
4.	Insuring Agreement – CNIC	10-02-1578 (Ed. 2-06)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
5.	Film Producers Risk Conditions, Definitions And Abandonment Provision	10-02-1683 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
6.	Film Producers Risk Cast	10-02-1684 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
7.	Film Producers Risk Care, Custody Or Control Legal Liability	10-02-1734 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
8.	Film Producers Risk Property And Production Media	10-02-1735 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
9.	Film Producers Risk Impairment Of Computer Services – Malicious Programming	10-02-1736 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10.	Premium Summary	10-02-1738 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11.	Inland Marine Insurance Film Producer Risks – Declarations	10-02-1739 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12.	Inland Marine Insurance Film Producers Risk Supplementary Declarations	10-02-1740 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
13.	Cast Insurance Schedule	10-02-1741 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
14.	Inland Marine Insurance Film Producers Risk Supplementary Declarations	10-02-1742 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
15.	Agency And Talent Re-shoot Costs – Film Producers	10-02-1743 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16.	Operator Error – Production Loss Additional Coverage – Film Producers	10-02-1744 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17.	Unknown Pregnancy – Cast Additional Coverage – Film Producers	10-02-1746 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18.	Cast – Childhood Disease Excluded – Film Producers	10-02-1747 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19.	Cast – Overage/Underage Exclusion – Film Producers	10-02-1748 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20.	Commercial Still Photographer – Film Producers	10-02-1750 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21.	Terrorism Exclusion – Film Producers	10-02-1751 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
22.	Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses – Film Producers	10-02-1752 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
23.	Schedule Of Loss Payees	10-02-1754 (Ed. 6-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
24.	Compliance With Applicable Trade Sanction Laws	04-02-1307 (Ed. 1-04)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
25.	Arkansas Mandatory – Cancellation	04-02-0867 (Rev. 10-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
26.	Arkansas Mandatory – Appraisal	10-02-1822 (Ed. 10-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		



## **FILM PRODUCERS RISK – INLAND MARINE PROGRAM**

### **FORMS EXPLANATORY MEMORANDUM - ARKANSAS**

The Chubb Inland Marine Program for Film Producers Risks is a new Inland Marine program designed specifically for risks involved in the production of feature films, television movies and other types of television programs, commercials, documentaries, animation productions, any other type of film or video production.

The new Film Producers Risk Inland Marine Program offers a wide variety of insurance coverages that are designed to address the unique exposures of the film production industry. Such coverages are contained within the following contracts and are described below:

- Property And Production Media
  - Cast
  - Care, Custody Or Control Legal Liability
  - Impairment Of Computer Services – Malicious Programming
  - Common Policy Conditions
  - Conditions, Definitions And Abandonment Provision
- A. The Property And Production Media contract provides the following production loss and property coverages:
1. Production Loss Coverages: (Production loss includes additional expenses incurred by the insured to complete an insured production due to the impairment of such production by a covered event. Also, in the event the insured must abandon the production, production loss includes expenses incurred prior to the abandonment).
    - a. Production Media – pays the actual production loss incurred caused by or resulting from loss or damage to production media.
    - b. Damage To Property – pays the actual production loss incurred caused by or resulting from loss or damage to property used or to be used in the insured production or to property at a shooting location, including locations used for developing negatives or editing, or locations used for storage.
    - c. Animals – pays the actual production loss incurred caused by or resulting from loss or damage to animals.

2. Production Loss Additional Coverages:
  - a. Civil Or Military Authority – pays the actual production loss incurred caused by or resulting from actions of a civil or military authority which revokes the insured's permission to use, or prohibits access to, property or facilities.
  - b. Imminent Peril – pays for the:
    1. reasonable and necessary costs incurred to protect persons and property at a location from imminent covered loss or damage; and
    2. actual production loss incurred due to action the insured took to protect persons or property at a location from imminent peril.
  - c. Ingress And Egress – pays the actual production loss incurred when ingress to or access from a location is prevented due to covered loss or damage.
  - d. Mechanical Breakdown – pays the actual production loss incurred due to mechanical breakdown of property.
  - e. Off Premises Services – pays the actual production loss incurred due to loss or damage to property necessary to supply a location with utility services.
  - f. Seizure Or Quarantine – pays the actual production loss incurred due to the seizure or quarantine of property by order of governmental or military authority.
  - g. Strikes And Civil Protest – pays the actual production loss incurred due to strikes or other labor action or civil protest.
3. The Property Coverages section of the contract insures against direct physical loss or damage to the following types of property, subject to a separate limit of insurance and deductible for each coverage. The Property Coverages are:
  - a. Props, Sets And Wardrobe
  - b. Production Equipment
  - c. Office Contents
  - d. Library Stock
  - e. Animals
  - f. Money & Securities
  - g. Office Contents – Additional Expense – pays the additional expense incurred to move office contents to another location in the event of loss or damage to such office contents.
  - h. Preparation Of Loss Fees – pays the reasonable and necessary expenses incurred by insured to determine the extent of loss or damage applicable to this contract.

- B. The Cast contract contains the following coverages:
1. Declared Person Coverage pays the actual production loss incurred due to the inability of an essential element (e.g., the lead actor) or other person identified in the Declarations to commence, continue or complete their duties or performances in an insured production as a result of death, injury, sickness, kidnap or physical threat or coercion.
  2. Immediate Family Member Coverage pays the actual production loss incurred due to the inability of a declared person to commence, continue or complete their duties or performances in an insured production as a result of death, life threatening injury or life threatening sickness of an immediate family member.
  3. Undeclared Person Additional Coverage pays the actual production loss incurred due to the inability of an undeclared person to commence, continue or complete their duties or performances in an insured production as a result of death, injury, sickness, kidnap or physical threat or coercion.
  4. The Preparation Of Loss Fees Additional Coverage pays the reasonable and necessary expenses incurred by insured to determine the extent of loss or damage applicable to this contract.
- C. Care, Custody or Control Legal Liability contract provides the following coverages:
1. Care, Custody Or Control Legal Liability – Property Damage coverage pays damages the insured becomes legally obligated to pay by reason of liability imposed by law because of direct physical loss or damage to covered property caused by an accident.
  2. Care, Custody Or Control Legal Liability – Loss Of Use coverage pays damages the insured becomes legally obligated to pay by reason of liability imposed by law because of the actual loss of use of covered property, props, sets and wardrobe and production equipment caused by an accident.
  3. Care, Custody Or Control Legal Liability – Living Quarters coverage pays damages the insured becomes legally obligated to pay by reason of liability imposed by law because of direct physical loss or damage to property used as living quarters for the insured's cast and crew, including the actual loss of use of such living quarters caused by an accident.
- D. The Impairment Of Computer Services – Malicious Programming contract provides the following coverages:
1. Impairment Of Computer Services – Inside Attack applies to the actual electronic data recovery costs and production loss incurred as a result of actual loss to electronic data or a system due to malicious programming by an insider (as defined). This coverage is subject an each occurrence limit applicable to malicious programming by an insider.

2. Impairment Of Computer Services – Outside Attack applies to the actual electronic data recovery costs and production loss incurred as a result of actual loss to electronic data or a system due to malicious programming by an outsider (as defined). This coverage is subject to an each occurrence limit, including an annual aggregate limit applicable to malicious programming by an outsider.
- E. The Conditions, Definitions And Abandonment Provision form contains all the conditions and definitions applicable to the policy, except the conditions contained in the Common Policy Conditions form or, unless an additional or amended condition or definition is contained in another contract. This form also includes the Abandonment Provision, which describes the conditions that must be met prior to an abandonment of an insured production.
- F. The Common Policy Conditions form includes the conditions that are common to all contracts contained in the policy.
- G. In addition to the contracts described above, the new Film Producers Risk program also includes the following forms:
  1. Declarations - displays the coverages, including the applicable limit of insurance and deductible.
  2. Supplementary Declarations - provides a \$100,000 policy annual aggregate limit for the coverages listed in the Supplementary Declarations. At time of loss, the insured may use the \$100,000 limit for any one, or any combination of the coverages listed, subject to an each occurrence deductible of \$2,500.
  3. Cast Insurance Schedule – lists the declared persons, including any essential elements, for each insured production. Also displays the effective date (accident or full coverage) and special limitations, if any, for each declared person.
  4. Schedule Of Loss Payees – lists the Loss Payees that must be scheduled.
  5. Premium Summary – displays total premium, including the exposure basis, exposure, rate, and payment plan, if any.
  6. Agency And Talent Re-shoot Costs – Film Producers, endorsement 10-02-1743 (Ed. 10-07)

This is an optional endorsement which adds a new property coverage called Agency And Talent Re-shoot Costs, which pays for the additional costs incurred by others, and for which the insured is contractually liable to pay, due to re-shooting or rescheduling of an insured production because of any covered loss or damage.

7. Operator Error – Production Loss Additional Coverage – Film Producers, endorsement 10-02-1744 (Ed. 10-07)  

This optional endorsement adds a new Production Loss Additional Coverage called Operator Error – Production Media, which pays the actual production loss incurred due to direct physical loss or damage to production media as a result of errors in judgment of photography, lighting or sound.
8. Unknown Pregnancy – Cast Additional Coverage – Film Producers, endorsement 10-02-1746 (Ed. 10-07)  

This optional endorsement adds a new Cast coverage called Unknown Pregnancy, which pays for the production loss incurred due to the inability of a declared person to commence, continue or complete their duties or performances in an insured production as a result of pregnancy, child birth or any conditions related to pregnancy or child birth, if such declared person had no knowledge of her pregnancy prior to loss.
9. Cast – Childhood Disease Excluded – Film Producers, endorsement 10-02-1747 (Ed. 10-07)  

This is an optional endorsement which amends the definitions of declared person and undeclared person to exclude the childhood diseases listed in the endorsement.
10. Cast - Overage/Underage Exclusion – Film Producers, endorsement 10-02-1748 (Ed. 10-07)  

This optional endorsement amends the definition of declared person to exclude any person who is over the age of 65 or under the age of 7 years, unless such person(s) are shown in the Schedule of the endorsement.
11. Commercial Still Photographer – Film Producers, endorsement 10-02-1750 (Ed. 10-07)  

This optional endorsement amends the definition of production costs to exclude fees for services that are owed by, or payable to, the insured or to any partner, officer or corporate director.
12. Terrorism Exclusion – Film Producers, endorsement 10-02-1751 (Ed. 10-07)  

This is an optional endorsement which adds the terrorism exclusion contained in the endorsement.
13. Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses – Film Producers, endorsement 10-02-1752 (Ed. 10-07)  

This is an optional endorsement which adds a certified act of terrorism exclusion.
14. Cap On Certified Terrorism Losses, form 04-02-1212 (Ed. 2-03)  

This is an optional endorsement which adds the Cap On Certified Terrorism Losses Terrorism Provision.

15. Compliance With Applicable Trade Sanction Laws, form 04-02-1307 (Ed. 1-04)

This endorsement, which is added to every policy, adds a new condition called Compliance With Applicable Trade Sanction Laws.

16. Arkansas Mandatory - Cancellation, form 04-02-0867 (Rev. 10-07)

This endorsement amends the Cancellation provision and attaches to the Common Policy Conditions.

17. Arkansas Mandatory – Appraisal; form 10-02-1822 (Ed. 10-07)

This endorsement amends the Appraisal provision and attaches to the Conditions, Definitions And Abandonment form.

Please be advised that we are working to add the forms to our internal rating and policy system. Once this is finalized, the final forms may be formatted differently due to system constraints. However, the language and punctuation will be the same. We hereby inform you, we will not re-file the system generated forms unless otherwise requested in response to this filing.

This Explanatory Memorandum is provided for informational purposes only. It does not modify, limit or enlarge policy provisions. The best explanation of the insurance provided is obtained by consulting the language of the issued policies. The actual rights and responsibilities of the individual member insurers of the Chubb Group of Insurance Companies and the insured are contained in the terms and conditions of the issued policies.

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

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This Endorsement applies to the following forms:

CONDITIONS, DEFINITIONS AND ABANDONMENT PROVISION

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The following changes are made as respects exposures in the state of Arkansas.

Under Conditions, the provision titled Legal Action Against Us is deleted and replaced by the following:

### *Conditions*

#### *Legal Action Against Us*

No legal action may be brought against us unless:

- there has been full compliance with all terms of this insurance; and
- the action is brought within five years after the date on which the loss or damage occurred.

All other terms and conditions remain unchanged.

*Authorized Representative*

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## Property And Production Media

### Policy Exclusions

(continued)

<i>War And Military Action</i>	<p>This insurance does not apply to:</p> <ul style="list-style-type: none"><li>• loss or damage; or</li><li>• <b>production loss</b>,</li></ul> <p>caused by or resulting from:</p> <ul style="list-style-type: none"><li>• war, including undeclared or civil war;</li><li>• warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or</li><li>• insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,</li></ul> <p>regardless of any other cause or event that directly or indirectly:</p> <ul style="list-style-type: none"><li>• contributes concurrently to; or</li><li>• contributes in any sequence to,</li></ul> <p>the loss or damage or <b>production loss</b>, even if such other cause or event would otherwise be covered.</p>
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### *Production Media Exclusions*

In addition to the Policy Exclusions, the following exclusions apply to **production media**:

<i>Destruction</i>	<p>This insurance does not apply to <b>production loss</b> you incur due to direct physical loss or damage to <b>production media</b> caused by or resulting from intentional destruction of duplicate work prints or retakes.</p>
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<i>Deterioration Or Decay</i>	<p>This insurance does not apply to <b>production loss</b> you incur due to direct physical loss or damage to <b>production media</b> caused by or resulting from deterioration or decay.</p>
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<i>Errors In Judgment</i>	<p>This insurance does not apply to <b>production loss</b> you incur due to direct physical loss or damage to <b>production media</b> caused by or resulting from errors in judgment of photography, lighting or sound.</p>
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<i>Use Of Incorrect Camera</i>	<p>This insurance does not apply to <b>production loss</b> you incur due to direct physical loss or damage to <b>production media</b> caused by or resulting from the use of an incorrect type of:</p> <ul style="list-style-type: none"><li>• camera;</li><li>• lens;</li><li>• raw film; or</li><li>• tape stock.</li></ul>
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## CHUBB GROUP OF INSURANCE COMPANIES

202 Hall's Mill Road, P.O. Box 1650  
Whitehouse Station, NJ 08889-1650

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Llyweyia Rawlins  
Certified Rate & Form Analyst  
Arkansas Insurance Department  
Property & Casualty  
1200 W. 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904

December 13, 2007

Re: **SERFF Tracking No. CHUB-125326128**  
Film Producers Risk  
Filing No. 07-CIM-5-F

Chubb National Insurance Company

Dear Ms. Rawlins:

This is in response to your Objection Letter of November 1, 2007 concerning the above captioned filing.

Enclosed is Form 10-02-1827 (Ed. 12-07) – Arkansas Mandatory Endorsement – Legal Action Against Us. The endorsement amends the Legal Action Against Us Conditions by providing 5 years in which to bring legal action against us, in accordance with Arkansas law.

In addition, after reviewing our records we believe you may have been provided a copy of Form 10-02-1735 (Ed. 6-07) – Property And Production Media Contract which contained a typographical error. The error appears on page 11 under the Errors In Judgment Exclusion. As all the other exclusions do, the Errors In Judgment Exclusion should contain the word “not”, so that the lead-in language reads as follows: “This insurance does not apply to...” Accordingly, enclosed is a copy of the corrected page 11 of Form 10-02-1735 with the proper wording. We ask that you insert this page and discard the version that contains the error. I apologize for any confusion caused by our error.

I trust this responds to your concerns. If additional information is needed or if I can be of further assistance, please do not hesitate to contact me.

Very truly yours,  
Chubb & Son  
A division of Federal Insurance Company  
Manager

By: *Jane G. Gutman*  
Jane G. Gutman  
CCI-State Filings Department – WHB-2N50  
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